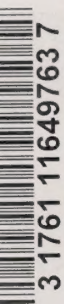


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Ontario. Royal commission enquiry into
labour disputes

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ROYAL COMMISSION
INQUIRY INTO LABOUR DISPUTES

363

HEARINGS HELD AT
TORONTO

VOL. NO.

14

DATE

March 30, 1967

Official Reporters

NETHERCUT & YOUNG LIMITED
48 YORK STREET
TORONTO 1, ONTARIO
TELEPHONE 363-3111



IN THE MATTER OF The Public
Inquiries Act, R.S.O. 1960,
Chapter 323

- and -

IN THE MATTER OF an Inquiry
into Labour Disputes

BEFORE: The Honourable Ivan C.
Rand, Commissioner, at
123 Edward Street, Toronto,
Ontario, on Thursday, March
30th, 1967.

E. Marshall Pollock Counsel to the Commission

APPEARANCES:

Toronto Mailers Union No. 5

Robert Earls President
Edward Potter

J.A. Ryder Counsel Assisting

Toronto International Typographical Union No. 91

E. McCormack President

Nethercut & Young Limited, Official Reporters, 48 York
Street, Toronto, Ontario. Per I.B. Netherby.



Toronto, Ontario,
Thursday, March 30th,
1967.

---At 10:00 A.M., the hearing commenced.

MR. POLLOCK: This is a resumption of the public hearings of this Royal Commission in Toronto, and today we have before us the Toronto Mailers Union No. 5, a local of the International Typographical Union, and appearing for them are Robert Earls, President of the Local, and J.A. Ryder, Counsel assisting.

I can say, gentlemen, both the Commissioner and I have read the brief and the exhibits appended to it. We leave the matter of presentation up to yourselves. We do not think there is much value in reading the brief over again. We would prefer if you would take the points you raise in the brief and discuss them in whatever order suits you, and we will have some questions to ask about the brief and some matters not raised in the brief that are of interest to the Commission. I do not know who will be the spokesman, it matters little, the proceedings are extremely informal and if somebody has something to say he can feel very free to say it.

MR. EARLS: First, gentlemen, we welcome the opportunity to state the facts of the Mailers situation in conjunction with this hearing and the opportunities to state what we believe to be the unique position we have found ourselves in. In the past two and one-half years our activities have been very limited.

Secondly, we hope our submission will



1 be of some help to the Commission in their efforts to
2 find the cause for the necessity of the Commission's
3 appointment.

4 I think, Mr. Pollock, from what you
5 have said it will be our approach to do nothing but
6 take certain points and possibly elaborate a little
7 on them.

8 The first point I would like to deal
9 with is the imbalance of bargaining power in these
10 situations and the dangers that this can cause. The
11 imbalance in our present dispute in our union gave the
12 employers an incentive to attempt destruction of the
13 two unions, the Typographical and Mailers Unions.
14 These employers used the incentive to attempt destruction
15 because we believe at the end of their efforts is a
16 prize.

17 THE COMMISSIONER: Is what?

18 MR. EARLS: A prize. If they are
19 successful in the destruction of the unions we believe
20 there is a prize for them. We believe the prize to
21 be skipping out from contract commitments. In this
22 case the vacation pay, but the big prize is the pension
23 credits earned by the members over a period of twenty
24 years. This is approximately the time the pension
25 clauses were in the agreements continuously.

26 I myself worked at the Globe for
27 twenty-one years prior to the dispute and had estab-
28 lished full pension credits through the non-contributory
29 Pension Plan. This is why I say there is a prize if
30 they are successful in their efforts.



1 THE COMMISSIONER: Is there any agreement
2 in writing dealing with Pensions?

3 MR. EARLS: No, sir, the contracts
4 just stated a non-contributory pension furnished entirely
5 by the employer. We submit that some of this pension
6 has been, over the years, in lieu of further wage
7 increases. There has been a presentation by the
8 employers and their presentation is this is a package
9 which amounts to so much and if you accept it that is
10 it. We believe this pension has been part of the
11 package and we should have been entitled to this.

12 THE COMMISSIONER: There have been no
13 conditions or provisions communicated to you at all?
14 Suppose they dismissed a man for cause, what became
15 of his pension rights?

16 MR. EARLS: If they dismissed a man
17 for cause, sir, he did not have any pension.

18 THE COMMISSIONER: That was understood?

19 MR. EARLS: Yes.

20 The second point I would like to touch
21 on very briefly is both unions and their members were
22 immediately replaced by strike breakers, by some proven
23 professional strike breakers in the newspaper industry.
24 Some have since shown up in other strikes in the
25 United States in newspapers.

26 MR. POLLOCK: Not so far as your local
27 is concerned?

28 MR. EARLS: What I mean is they were
29 imported from the United States.

30 MR. POLLOCK: They were there to replace



1 those members of Local 91?

2 MR. EARLS: Positively.

3 MR. POLLOCK: They didn't import anybody
4 from the United States to replace Local 5 members, the
5 Mailers Union, did they?

6 MR. EARLS: This we do not know for
7 sure. You are probably right, they were not used for
8 this purpose. They were used to replace members of
9 Local 91 and were used to train others in order to
10 continue the operation and to get the newspapers out.

11 MR. POLLOCK: We will hear a submission
12 from Local 91 later today so for the clarification of
13 the situation, if you would identify when speaking
14 with relation to your own Local No. 5 and when you are
15 speaking in relation to them, say Local 91.

16 MR. EARLS: What I was going to say is
17 further on I believe you will have a presentation from
18 the International Typographical Union representatives
19 in Ottawa in May, and this subject will no doubt be
20 dealt with further by them, and I have not gone further
21 into it.

22 Referring to the brief, when we were
23 in with a new bargaining committee -- you gentlemen
24 have read the brief -- but initially the agreement was
25 in this ultimatum proposal of theirs, which was accepted
26 which we think should be mentioned here, is there were
27 twenty-one members of the Mailers Union blacklisted.
28 We believe this is out of the dark ages.

29 MR. POLLOCK: Why were they blacklisted?

30 MR. EARLS: If I may get to that, they



1 did not give reasons for the blacklisting of the people
2 and I submit on their behalf they had, to my knowledge,
3 never been convicted of anything worse than a parking
4 ticket. We never have received reasons why they were
5 blacklisted, but the hardest part to accept was they
6 were not just blacklisted in the establishment they
7 worked in, they were blacklisted by the three newspapers,
8 who I submit have a cartel. They figured it on a per-
9 centage basis as close as we can figure. There were
10 approximately one hundred in the Star and twelve were
11 blacklisted. There were approximately fifty employees
12 in the mailing room for the Telegram and I think there
13 were eight or ten blacklisted. In the Globe and Mail
14 where we had thirty-five employees there were five.

15 MR. POLLOCK: Have you any suspicion
16 of why the people were blacklisted? Were names drawn
17 out of a hat? Did they happen to be all union executives
18 or appear very active in the picketing activity, or
19 active in some of the other campaigns which you men-
20 tioned in this brief which later on led to some con-
21 victions for some offences or violations?

22 MR. EARLS: I think, sir, we certainly
23 have an idea. The convictions on the sticker situation
24 was following the blacklist so this had no bearing on
25 it.

26 THE COMMISSIONER: What were the cir-
27 cumstances leading to the trouble in the first place?
28 How did you come to be on strike if you were?

29 MR. EARLS: I should have covered them
30 first, I apologize. The Typographical Union got into



1 dispute with the three Toronto newspapers and as they
2 will repeat this afternoon the facts of their working
3 conditions -- their members walked off the job. In our
4 collective agreement we had a clause which stated we
5 had the right to honour any picket line of Toronto Ty-
6 pographical Local 91.

7 Prior to the strike taking place by the
8 International Typographical Union, the employers of the
9 three newspapers met with the mailing department employ-
10 ees. We read the contract clause to them and suggested
11 we had the legal right to honour the picket line and
12 not go to work or we have a right to go to work. They
13 said it was their sincere hope we would go to work as
14 they believed it was a duty. This was the extent of
15 their speaking to the members and their shops.

16 I attended two or three meetings in the
17 Globe and Mail with the top executives and with the
18 Vice-President of the Star in the mailing room of the
19 Star. It is identical with what they said.

20 THE COMMISSIONER: There wasn't much
21 more to be said.

22 MR. EARLS: I agree, and following this
23 I held a meeting in the mailing room chapels as we call
24 them, and pointed out to the members the identical
25 thing the publishers pointed out in their meeting and
26 suggested it was my sincere hope they all would honour
27 the picket line because the Toronto International Typo-
28 graphical Union was a sister local within the Inter-
29 national, and we had the clause and it was for this
30 purpose. So the members of the Mailers Union finished



1 their shift and the day the strike happened, it happened
2 at 1:30 on July the 9th, our members finished their
3 shift and following that only two members crossed the
4 picket line and went to work.

5 MR. POLLOCK: What happened to them?

6 MR. EARLS: Nothing whatsoever because
7 under the agreement we had a right to cross or not cross.
8 We took no action against those members crossing the
9 picket line. I think later on there have been some ten
10 or eleven who have gone back out of the Mailers Union.

11 There is only one of the individuals
12 who has been penalized by the union for crossing the
13 picket line and he crossed after both sides were in
14 free position following the Conciliation Board hearing.

15 MR. POLLOCK: He crossed at a time when
16 you now were on strike?

17 MR. EARLS: Right, this is the time we
18 felt there was a definite dispute.

19 THE COMMISSIONER: What followed your
20 abstention from crossing the picket line? What was
21 your next action?

22 MR. EARLS: The next action after not
23 crossing the picket line was that we put two pickets on
24 as informational pickets, and what they had on their
25 signs stated the Toronto Mailers Union No. 5 supports
26 the Toronto International Typographical Union No. 91.

27 THE COMMISSIONER: Was that not your
28 privilege under the contract?

29 MR. EARLS: This has been disputed and
30 we discussed it with legal counsel, and following



1 discussion we put two on and stated our support for this
2 union.

3 We followed this up about three days
4 later with an attempt at imposing an injunction against
5 the Globe and Mail Limited. That was the one we picked
6 out for no special reason and we suggested in our appli-
7 cation they did not have the right to hire other than
8 members of the International Typographical Union.
9 Clause 101 of our agreement which was in existence at
10 the time states this.

11 MR. POLLOCK: It says, if I can read
12 it for the record, the last clause quotes, "If the
13 union fails to do this," and the reference is to supply
14 the necessary personnel to the employer, "the employer
15 may acquire the help needed from any source, provided
16 such help are members of the International Typographical
17 Union." That is the end of the quote, so it is a closed
18 shop situation?

19 MR. EARLS: That is true. Our appli-
20 cation was heard by Mr. Justice Lief and during the
21 hearing Mr. Justice Lief stated to one of the counsel
22 presenting his case, "that this is not a small factory
23 in the east end of Toronto, if it were it would be a
24 different situation, but you can't expect me to close
25 down one of the big Metropolitan Toronto newspapers
26 and which affected many employees within the newspaper
27 and many who were away."

28 THE COMMISSIONER: Are there any members
29 of the International Typographical Union who would have
30 gone into these newspapers to take your places?

The first part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present. The author then goes on to discuss the various factors which have shaped the development of the United States, including the influence of the British, the Spanish, and the French. He also discusses the role of the American people in the creation of the nation. The second part of the paper is a detailed account of the American Revolution. It begins with the signing of the Declaration of Independence in 1776, and continues through the end of the war in 1783. The author describes the various battles and events which took place, and the role of the various leaders of the revolution. He also discusses the impact of the revolution on the American people, and the role of the new government. The third part of the paper discusses the early years of the United States, from the end of the revolution to the beginning of the 19th century. It discusses the various challenges which the new nation faced, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The fourth part of the paper discusses the mid-19th century, from the beginning of the 1840s to the end of the 1860s. It discusses the various challenges which the United States faced, including the issue of slavery, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The fifth part of the paper discusses the late 19th century, from the end of the 1860s to the beginning of the 20th century. It discusses the various challenges which the United States faced, including the issue of imperialism, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The sixth part of the paper discusses the early 20th century, from the beginning of the 1900s to the end of the 1910s. It discusses the various challenges which the United States faced, including the issue of World War I, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The seventh part of the paper discusses the mid-20th century, from the beginning of the 1920s to the end of the 1940s. It discusses the various challenges which the United States faced, including the issue of World War II, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The eighth part of the paper discusses the late 20th century, from the beginning of the 1950s to the end of the 1970s. It discusses the various challenges which the United States faced, including the issue of the Vietnam War, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The ninth part of the paper discusses the early 21st century, from the beginning of the 1980s to the end of the 1990s. It discusses the various challenges which the United States faced, including the issue of the Cold War, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation. The tenth part of the paper discusses the late 21st century, from the beginning of the 2000s to the end of the 2010s. It discusses the various challenges which the United States faced, including the issue of the 9/11 attacks, and the role of the various leaders of the time. It also discusses the development of the American economy, and the role of the American people in the creation of the nation.



1 MR. EARLS: Not likely, sir, to be
2 honest not likely.

3 MR. POLLOCK: He was also concerned, I
4 suppose, in a broad way in the public interest aspect
5 with the matters of the communication media. I think
6 that is what I interpret his remarks to be.

7 MR. EARLS: This is exactly what he
8 stated.

9 MR. RYDER: There is no doubt the clause
10 703 gave them the right to honour the picket line and
11 the closed shop created a very harsh spot for the news-
12 papers to be in, but it was the contention when we
13 went before Mr. Justice Lieff that this was an ordinary
14 commercial contract which a man had got himself into
15 and though harsh it would be enforced. The difference
16 here was it involved a labour dispute.

17 MR. POLLOCK: I guess your argument was
18 they were old enough to read and sign agreements and
19 they signed it.

20 MR. RYDER: It was the very situation
21 Clause 703 contemplated and if it was there it was there
22 for a situation that presented itself on July the 9th.

23 MR. EARLS: The action of the members,
24 I might point out, in not crossing the picket line has
25 never been questioned in itself.

26 THE COMMISSIONER: You don't suggest the
27 right to abstain from crossing the line gives you the
28 right to be in a picket line?

29 MR. EARLS: Sir, this was our belief.
30 It was a case when the employer signed the agreement



1 they knew the situation. They knew we were both members
2 of the Local International Typographical Union and what-
3 ever we do, if we don't cross the picket line in support
4 of the printers and we claim all we were doing is stat-
5 ing our support to the public.

6 THE COMMISSIONER: The fact your with-
7 drawal of labour was almost complete was the thing that
8 was putting the newspapers in the embarrassing situ-
9 ation, and not the fact two of your members were on the
10 picket line. I don't know how many were picketing at
11 that stage but two additional people would be lost.

12 MR. EARLS: At a guess I would say forty
13 pickets around the Globe and Mail that I know of. I
14 was in that area and we had two on I am sure, the two
15 didn't hurt anything by what we have done.

16 THE COMMISSIONER: It isn't so much the
17 question of the fact you protest, I was interested in
18 whether or not you were entitled to do that. Merely
19 because you don't cross a picket line which is always
20 declared to be one feature of a strike, the way you
21 publicize by a picket line, you weren't entitled to
22 strike under the clause, did you do anything that looked
23 like you were part of the strike?

24 MR. EARLS: I think the clause gave us
25 the right to support the printers and what I am saying
26 all we did by our picketing was state our support.

27 THE COMMISSIONER: I quite agree, I
28 am simply trying to find out the limits of the signi-
29 ficance of that clause.

30 MR. RYDER: Surely the Mailers are



1 entitled to publicize their view of the situation, in
2 the traditional way in which a member of the Labour union
3 publicizes this view, which is to picket.

4 THE COMMISSIONER: We won't argue it
5 now because it involves the interpretation of the
6 section, that is all.

7 MR. RYDER: So the Mailers made a mis-
8 take, or we made a mistake in interpreting the section.
9 It seems to me the difficulty of the Mailers position
10 was their failure from tribunal to tribunal to see what
11 their rights were. If they were ever told, "You go
12 back to work, or do this or do that," they would have
13 abided by the decision of the tribunal, but at no
14 time until too late was it made apparent the scope of
15 703 wasn't as wide as they thought it was.

16 THE COMMISSIONER: When they found it
17 out did they go back?

18 MR. RYDER: It was too late. They
19 asked to go back.

20 THE COMMISSIONER: Did that take place?

21 MR. RYDER: In two arbitrations.

22 THE COMMISSIONER: How long after the
23 original strike?

24 MR. EARLS: The strike happened on July
25 the 9th. The arbitrations had not been heard. During
26 this time we came to the realization we would be of no
27 help to the Typographical Union and at a meeting of the
28 membership it was their wish to return. They asked me
29 to present it to each of the employers.

30 MR. POLLOCK: What date was that?



1 MR. EARLS: April the 5th, I believe,
2 1965.

3 MR. POLLOCK: After your agreement had
4 terminated?

5 MR. EARLS: Had terminated by the dates,
6 sir, but we submit not necessarily --

7 MR. POLLOCK: I think October was the
8 end of your agreement.

9 MR. RYDER: December 31st, 1964.

10 MR. EARLS: Were the dates this was to
11 expire, but I don't remember a contract that did not
12 continue for twelve, fifteen or twenty months following
13 that, in the years I have been involved. This was not
14 different. It is our opinion it did not come to an
15 end until there was a free situation.

16 I say we did request to go back to work
17 on April 5th and we were turned down. Before we got to
18 that point, in December of 1964 as our usual practice,
19 we did submit proposals for negotiations of a new
20 agreement. I recognize how this must sound when we
21 were on the streets supporting the International Typo-
22 graphical Union, but it was our belief we had not vio-
23 lated our agreement. We weren't working, no, but we
24 felt we should go into negotiations for a new agreement.
25 We went into negotiation and the first thing we heard
26 from the employers was Clause 703-A, the one we had
27 applied when the strike happened must be removed from
28 the proposals before we even talk about negotiation.

29 MR. POLLOCK: You were obviously suc-
30 cessful in drawing it to their attention.



1 MR. EARLS: There was no doubt about
2 that. We did agree to withdraw this from the proposals
3 for a new agreement.

4 THE COMMISSIONER: This was when?

5 MR. EARLS: This was following our pre-
6 sentation in December. I would suggest either the end
7 of December, 1964, or early January, 1965. They made
8 this statement and we talked to the membership and
9 agreed to withdraw it within a week, and we didn't
10 receive any proposals or counter proposals following
11 that, even though we submitted proposals from the
12 employer until April of 1965. We received a proposal
13 which they said the words could be changed but the in-
14 tent couldn't anywhere down the line.

15 Now, it was a position they were taking
16 away very important points from what we had in the ex-
17 isting agreement. They were proposing there be no wage
18 increases for a period of five years, even though we
19 had negotiated with the stereotypers, pressmen, printers
20 and mailers over the period of the last twenty years.
21 We have negotiated eighteen years in this nature.

22 THE COMMISSIONER: During all this time
23 you were on the picket line?

24 MR. EARLS: This is right.

25 THE COMMISSIONER: Did you increase the
26 number?

27 MR. EARLS: From two? No, sir.

28 MR. POLLOCK: You might just, by way of
29 setting a background -- I have had a chance to read
30 parts of the agreement. I don't mean it disrespectfully



1 but the mailers, the mailer's skill is lesser than a
2 printer's skill. I think we could probably agree on
3 that in reading what the job is. It is something
4 you would have to learn how to do, but it is not a
5 highly technical type of operation, would you agree
6 with that?

7 MR. EARLS: To a great extent there
8 was electronic equipment brought into the mailing de-
9 partment, but the operation would be no different to
10 the department, but in general the efforts in the
11 mailing trade were not as skillful or possibly did not
12 need as much education or whatever to do the work.

13 MR. POLLOCK: Right, and the electronic
14 equipment you weren't required to maintain it or ser-
15 vice it?

16 MR. EARLS: Ordinary running repairs,
17 yes.

18 MR. POLLOCK: I can see where you can
19 classify a telephone as electronic equipment, but you
20 don't know how it works to use it. I think that would
21 be a parallel of the type of equipment you operated.

22 MR. EARLS: We operated machines which
23 were all electric.

24 MR. POLLOCK: If it worked it worked.
25 You didn't have to take it apart and know the circuitry?

26 MR. EARLS: We did have to take the
27 machines apart on a running basis to keep them
28 running.

29 MR. POLLOCK: This may go back to the
30 question of the ease with which the employers were



1 able to replace you. Your salary levels, as I understand,
2 had been tied to the other trades for eighteen years?

3 MR. EARLS: Not the total period, I
4 would guess from 1950 or 1951 when we obtained parity.

5 MR. POLLOCK: Thirteen or fourteen years
6 since that time?

7 MR. EARLS: Yes.

8 MR. POLLOCK: You were making at this
9 stage?

10 MR. EARLS: A hundred and forty-six dol-
11 lars a week days and a hundred and fifty-three dollars
12 nights. A hundred and fifty-three dollars per week for
13 thirty-seven and three-quarter hours, and one hundred
14 and fifty-four dollars per week for thirty-one and one-
15 quarter hours on the lobster shift. I have projected
16 this rapidly and roughly but it comes on the day shift
17 to almost seventy-six hundred dollars and for the lobster
18 shift something over eight thousand dollars a year.

19 There are three weeks holiday in some
20 cases, for longer seniority there is an additional week.

21 MR. POLLOCK: So the terms, insofar as
22 they related to the nature of the job, I think you would
23 agree were pretty good.

24 MR. EARLS: Very good.

25 THE COMMISSIONER: Were you limited to
26 that? Was that all you received in the course of a
27 month?

28 MR. EARLS: No, sir, we had overtime
29 periodically as most businesses do, and we have a sick
30 shift sometimes with premium rates at time and a half.



1 THE COMMISSIONER: Was all the money you
2 received, received from one of the papers?

3 MR. EARLS: Not in all cases.

4 THE COMMISSIONER: How would you get more?

5 MR. EARLS: The system we worked under,
6 the union is bargaining agent for the three newspapers
7 and what we would do, there is a certain staff in each
8 of the papers and we have a substitute list if a person
9 comes in from Detroit. This is not a very good example,
10 and he deposits with the union his International Typo-
11 graphical Union working card. If he wishes to deposit
12 in the Globe and Mail then in three days it is put on a
13 slip board system, and the first work that comes avail-
14 able over the regular complement of men he is hired for.

15 THE COMMISSIONER: I am speaking -- take
16 yourself -- you are a mailer. Was your work confined
17 to one of the newspapers?

18 MR. EARLS: Mine was, but if we could
19 not get substitutes to work in the Star, we would call
20 the Globe and Mail and say, "Will you work in the Star?"
21 A man might work Friday night in the Globe and be hired
22 Saturday in the Star. They moved around to some extent.

23 THE COMMISSIONER: We were told some of
24 you, as mailers, made anywhere between ten to twelve
25 thousand dollars a year.

26 MR. EARLS: I wouldn't argue the point
27 that the odd one made ten or twelve thousand a year at
28 all, but to follow Mr. Pollock's comments I realize he
29 is not being critical -- the origination of the parity
30 -- one of the individuals that is here for the hearing



1 was chairman of the committee of the four unions at the
2 time, and the publisher of the Globe and Mail, Mr.
3 Kimber, said if anyone is worth the money it is the
4 mailers. I only mention this because in the International
5 Typographical Union they work on one job, that is it.
6 The mailers have to know other operations in the mailing
7 room and might be moved from position to position in the
8 production line, or handling stamping machines for the
9 subscribers, maybe operating the tying machines. They
10 have to do all the work. It came from Mr. Kimber if
11 anyone was worth the money it was the mailers.

12 MR. POLLOCK: It was a tough, manual
13 type of work?

14 MR. EARLS: It was, the presses run
15 forty thousand papers an hour and two people take them
16 off.

17 MR. POLLOCK: How does the mailers rate
18 negotiated in Toronto compare with the mailers rate in
19 other cities in North America covered by the same union?

20 MR. EARLS: I would say they were
21 higher at the time we had the contract. There were one
22 or two had gotten ahead of us and the others were very
23 close. The average I guess, when we made a hundred and
24 forty-six dollars for days, I guess the average for
25 mailers would be between a hundred and thirty and a
26 hundred and thirty-five.

27 MR. POLLOCK: That includes all the
28 newspapers in the United States?

29 MR. EARLS: Yes.

30 MR. POLLOCK: How did the rates for the



1 typographers and stereotypers and those people compare
2 with the comparable American newspapers?

3 MR. EARLS: Their average would be, when
4 making a hundred and forty-six dollars for days, I would
5 guess the average of the typographer would have been a
6 hundred and forty.

7 MR. POLLOCK: So they were more than
8 the others?

9 MR. EARLS: Generally, this is the case.

10 MR. POLLOCK: But their rates would be
11 closer and easier for them to go across the line and
12 get a job at approximately the same salary, than it
13 would be for a mailer to cross the line and get a job
14 at the same salary, so you were pretty well tied to the
15 Toronto newspapers?

16 MR. EARLS: There were many areas where
17 the difference was not that much if you had reasons to
18 move. I don't think the difference in wages would stop
19 you.

20 THE COMMISSIONER: Parity with whom?

21 MR. EARLS: Parity with the typographer
22 and stereotypers and pressmen.

23 THE COMMISSIONER: That is you were all
24 paid at the same rate?

25 MR. EARLS: That is right, we all re-
26 ceived the same amount.

27 MR. POLLOCK: I think I interrupted you.

28 MR. EARLS: I think the next approach we
29 took was refusing the employer's proposal, which I re-
30 ferred to, and they in turn applied for conciliation



1 services.

2 MR. POLLOCK: Let me stop you there. At
3 the proposal there was no change as far as the rates of
4 wages were concerned, they weren't reduced. The working
5 conditions were not made any poorer by their position,
6 outside of the fact they wanted to exclude 703-A?

7 MR. EARLS: Yes, and take away juris-
8 diction which is certainly the basis of our business.

9 MR. POLLOCK: How much of the juris-
10 diction?

11 MR. EARLS: In effect all. It would
12 have left it all free to be contracted out at any time
13 when they said so. We think the bargaining rights, the
14 jurisdiction in 703, was replaced by a section that
15 said we had the bargaining rights for the people in
16 the mailing room of the employer. It doesn't mean any-
17 thing if the work those people in the mailing room are
18 doing is in turn sent outside to be done, which has been
19 the case in the past in some areas.

20 MR. POLLOCK: You couldn't conceive of
21 them sending out very much of that type of work though,
22 it is physical work requiring taking the papers off and
23 bound up. They wouldn't send it out.

24 MR. EARLS: Sir, there are areas within
25 the jurisdiction problem where they run the conveyors
26 from the presses out to the back of the building, so it
27 bypasses the mailing room. At that point everything is
28 going in bulk supply and is counted by drivers and
29 helpers. The majority of the work could be bypassing
30 the mailing room. I don't suggest they would, but in a



1 period of time much of it would be done in this nature.

2 MR. POLLOCK: You rejected that offer?

3 MR. EARLS: Yes, we did.

4 MR. POLLOCK: What happened then?

5 MR. EARLS: The employers applied for
6 conciliation services which were granted, and at this
7 stage it was completely unsuccessful. It did not arrive
8 at anything. A period was recommended by the concil-
9 iation officer and this period was established, and we
10 had our hearing before this board, I believe, in Septem-
11 ber or August 31st, 1965.

12 We went before the Board and we submit-
13 ted a proposal which was one of the enclosures in our
14 submission to you gentlemen, and it was just not even
15 considered. The proposal in effect, all it said was
16 the contract in existence remained in existence I think,
17 for two or three years. It was refused and the employer's
18 first comment to the Chairman of the Board was, "We
19 don't believe you can be of any help and we suggest the
20 board be terminated and that a free position be allowed
21 to be gotten to as soon as possible."

22 The employer talked to us separately --
23 pardon me, the Chairman of the Board talked to us sep-
24 arately from the employers -- and suggested because of
25 the weak bargaining position we had, we had better pro-
26 pose something or some compromise to the old agreement.
27 We had a representative assistant to the president of
28 the International Union with us in the meeting, who had
29 the authorization to approve on the spot anything we
30 had agreed to, and we made proposals which touched on



1 almost all the areas which seemed a problem to the em-
2 ployers. We compromised in many of the areas.

3 The employers, or the Chairman of the
4 Board said to us, he felt we were certainly trying to
5 get the thing settled as far as the mailers were con-
6 cerned. We were making a sincere attempt to conclude
7 the problems we had. He then presented it to the em-
8 ployers. The employers folded their papers and got up
9 and told the Chairman he couldn't be of help, seeing
10 the Chairman wasn't prepared to terminate the hearing.
11 They folded their papers and walked out.

12 The Chairman of the Board told us he was
13 thoroughly disgusted and he was visibly very angry. He
14 suggested that the happenings and the way it happened,
15 would be reported to the Minister of Labour and so forth,
16 and he had never had employers, especially employers of
17 this size, walk out on him in a conciliation board.

18 MR. POLLOCK: He was personally affronted.

19 MR. EARLS: That is the way he felt, yes.

20 We were not too disheartened with this action because
21 we felt if the Chairman of the Board reported to the Min-
22 ister of Labour, the facts and the merits of our pro-
23 posal at the conciliation board, we were being as honest
24 as we possibly could, it would only be to our benefit
25 later on on our behalf.

26 The report that came out said nothing
27 of the facts and merits of the problem at all. It said
28 nothing. We cannot be of help to the authorities as to
29 what happened between the Chairman of the Board talking
30 to us after the employers walked out, and the period



1 the report was released. It bothers me to this day.
2 There was no doubt in any of our minds at that meeting
3 the Chairman intended to go to the Minister of Labour
4 and intended to report and make sure the facts and merits
5 of our proposal were known.

6 The results we got was an abortive re-
7 port.

8 THE COMMISSIONER: Who was the chairman?

9 MR. EARLS: Mr. T.C. O'Connor, I believe
10 was the name.

11 MR. POLLOCK: Yes, O'Connor and Mr.
12 Young was the union nominee and Mr. Hicks the company
13 nominee, and I think Mr. Young, the union nominee agreed,
14 and that is Exhibit "7", that no recommendation could
15 be made that would be helpful to the parties in settling
16 the dispute.

17 MR. EARLS: Yes, he agreed.

18 MR. POLLOCK: He went on to say he hoped
19 he had put on a little better show.

20 MR. EARLS: That is true.

21 MR. POLLOCK: He concurred in essence
22 there couldn't be any report, the parties were too far
23 apart.

24 MR. EARLS: So did I. The only point I
25 am making is that no one here has the facts of what hap-
26 pened to the conciliation board such as this, and if
27 conciliation is set up it must be for a purpose. I sub-
28 mit the purpose is to bring the parties closer together.
29 If they are unsuccessful then it should be stated pub-
30 licly so that public opinion could decide the case in



1 dispute. This is what we were discouraged about.

2 MR. POLLOCK: That was sometime in when?

3 MR. EARLS: September 28th, I believe,
4 the minority report you referred to was submitted, prior
5 to the thirty days usually allowed for the conciliation
6 board to make the report. It was submitted prior to that
7 time or one day prior to that time, and the majority re-
8 port was released two days prior to the thirty days. As
9 I say, I don't know what happened between.

10 THE COMMISSIONER: What was the differ-
11 ence between the two?

12 MR. EARLS: The difference between the
13 two, Mr. Young, the union's nominee who tried to state
14 the facts of the hearing that was held and the merits.

15 THE COMMISSIONER: His conclusion was
16 the same as the other two members?

17 MR. EARLS: Oh I agree, and so was ours.
18 We know the intent of the employers when they came into
19 the conciliation. There was no intent of settling at
20 all, this is our opinion.

21 MR. POLLOCK: There was intent to settle
22 but not at your terms. They subsequently prepared to
23 settle on some contract.

24 MR. RYDER: Previously they were pre-
25 pared to settle on some terms.

26 MR. POLLOCK: Didn't you subsequently
27 approve an agreement?

28 MR. EARLS: That was before.

29 MR. POLLOCK: Then you have an error in
30 your submission, on Page 7 you say terms of proposal of



1 April 1966, about the sixth line down from the top. So
2 this is April, 1965.

3 MR. RYDER: The conciliation was after --
4 the conciliation was in the summer of 1966.

5 MR. EARLS: Mr. Pollock is right, that
6 should be 1965. That is the one that was proposed.

7 MR. POLLOCK: All right, then let us get
8 back to that then. The employer's position seems to
9 make more sense if you can say that just from what you
10 said, if in April 1965 you came to some agreement. It
11 wasn't one you initially wanted but it was something you
12 had agreed upon, at least so far as the union was con-
13 cerned, the local, and you signed it and then as it
14 pointed out in your brief it was drawn to your attention
15 that the agreement was signed in violation of the Inter-
16 national constitution, which provides the International
17 has the power to, I suppose, approve or veto any contracts
18 of the local, is that correct?

19 MR. EARLS: They have the right, they
20 have to approve an agreement before it can be put to the
21 membership for acceptance.

22 MR. POLLOCK: And they did not approve
23 that agreement?

24 MR. EARLS: That is right.

25 MR. POLLOCK: They wrote you a letter
26 and told you you better get rid of it. They weren't
27 happy it was a valid contract.

28 MR. EARLS: I think it was a yellow dog
29 contract. They didn't say you can't sign it, they said
30 if you sign it you are violating the International



1 Typographical laws and there would be possible suspension
2 of your charter and possible suspension of the members.

3 THE COMMISSIONER: Did the International
4 representative in Toronto approve the agreement?

5 MR. EARLS: No, sir. He was not in Tor-
6 onto at the time. The only time we had the assistant
7 to the President appear was for the conciliation agree-
8 ment.

9 THE COMMISSIONER: Didn't he approve at
10 some time or another, approve an agreement that was sub-
11 mitted?

12 MR. EARLS: This was with the Typographers
13 Union, which is said to have been discussed three, four
14 or five times, but that is their problem and I am sure
15 you will discuss it.

16 MR. POLLOCK: We can go back. You met
17 with the company obviously some time after the January
18 1st and negotiated back and forth until, I suppose, you
19 hammered out an agreement that was acceptable to your
20 local. This gets us back to the question of the twenty-
21 seven mailers blacklisted and I want to ask you about
22 them on this. You had agreed on the terms and working
23 condition were not altered to any significant measure.
24 So far as wages were concerned they were frozen for five
25 years. It was a five-year agreement, was it?

26 MR. EARLS: Yes.

27 MR. POLLOCK: But the jurisdictional
28 clause --

29 MR. EARLS: Was gone.

30 MR. POLLOCK: That was gone, so really



1 the agreement you approved was the same agreement the
2 company was proposing at the conciliation stage?

3 MR. EARLS: Yes, to make it clear, the
4 negotiation committee turned down the proposal originally
5 given to us. It was felt by the membership that new
6 faces may change the situation and they go in and accept
7 the best they could get. This does not push the laws
8 aside, they have agreed to them, but they went in to
9 accept the best they could get, but at that point it has
10 to be submitted to the International for approval.

11 MR. POLLOCK: So you approved at one
12 stage -- the local pretty well approved the package you
13 had offered you at one stage, and during the negotiation
14 after the new committee, and then it was rejected by the
15 local on the instruction from another source. I am not
16 worried whether it was the International or not. So the
17 company knew its decision would not be accepted any more
18 than you went through the conciliation which resulted in
19 very little. How can you have bargained in good faith
20 when you are committed already not to accept the position
21 which was apparently acceptable to the people involved?

22 MR. EARLS: I submit I have never been
23 involved in contract negotiations in the twenty years or
24 so I have been on the negotiating committees, I have
25 never been involved when an agreement had not been reached
26 locally and sent to the International Typographical
27 Union for their approval. I have never been involved
28 where there has not been suggested changes, and it
29 still must comply with the laws of the International
30 Typographical Union. This we know. It is not any



1 change from the past, it is the identical situation that
2 happened in the past, except this was an ultimatum pro-
3 posal accepted by the membership of the Mailers Union.
4 In our union it was either that or nothing and at that
5 point they were getting sick of walking around the
6 building.

7 THE COMMISSIONER: Just what was the
8 position on which the International based its objection?

9 MR. EARLS: The basic one was the black-
10 list.

11 THE COMMISSIONER: And you referred to
12 that before, didn't you?

13 MR. EARLS: Yes, sir.

14 THE COMMISSIONER: What really was the
15 basis of the blacklist?

16 MR. EARLS: The basis, as we understand
17 it, for the blacklist was that if there were arguments,
18 scuffles on the picket line during the period prior to
19 this proposal, a man was blacklisted when ever there
20 were discussions or arguments or scuffles on the line.
21 They took the names of the ones on the picket line and
22 the ones who had their names on it, most often were the
23 ones that ended up with the blacklist. One of the mem-
24 bers was a former circulation manager, a former foreman
25 of the mailing room, in a case where we tried to have
26 the newspaper boxes removed from the corners.

27 MR. POLLOCK: Have them removed from
28 the corners?

29 MR. EARLS: Yes, we tried the latter in
30 some --



1 THE COMMISSIONER: That was doing more
2 than notifying the public that you were supporting the
3 strike.

4 MR. EARLS: This was after we had been
5 refused our right to return to work in April, 1965. At
6 that time we claim we were illegally locked out.

7 THE COMMISSIONER: That is the time you
8 signed the agreement?

9 MR. EARLS: That is right.

10 MR. POLLOCK: You can go back to work on
11 the agreement you approved, obviously they were happy
12 with that, they signed it. The blacklist held up the
13 International. Was that the only matter?

14 MR. EARLS: Oh, no, there were many mat-
15 ters.

16 THE COMMISSIONER: Most of the provisions
17 had been in the previous agreement, hadn't they?

18 MR. EARLS: No, sir.

19 THE COMMISSIONER: Apart from striking
20 out the clause about crossing the picket line?

21 MR. EARLS: The basic of it all was the
22 mailers jurisdiction, which takes the work opportunities
23 and takes the work opportunities of all our members away.
24 We lost the jurisdictional rights and all we had in its
25 place in this agreement was the statement we were the
26 bargaining agent for the employees of the mailing room.
27 As I pointed out a lot of the work could be done outside
28 the mailing room and we would lose the basis of our
29 trade.

30 MR. POLLOCK: You lost part of it, I



1 don't think you realistically could suggest the guts of
2 the mailing room could possibly be worked in the back of
3 the truck. Not where you want to get the newspapers out
4 on time.

5 MR. EARLS: I do suggest this is a poss-
6 ibility. A lot of Metropolitan areas, they don't get
7 into this wrapping and bundling such/^{as}we had. They go
8 into the trucks in a big stack of newspapers and the
9 drivers' helpers get them off at the sites and this is
10 a possibility if they are intending to run the conveyor
11 outside. The clause they proposed to us would be worth
12 nothing.

13 THE COMMISSIONER: Did you argue this
14 particular clause out with the company in conciliation?

15 MR. EARLS: We argued every one of the
16 clauses.

17 THE COMMISSIONER: What was the position
18 taken by the company?

19 MR. EARLS: The main position taken by
20 the company was we were in this position, a weak position,
21 and that they could claim the rights.

22 THE COMMISSIONER: Did you argue the
23 merits of this reduction?

24 MR. EARLS: There was no discussion in
25 the conciliation board hearing.

26 MR. POLLOCK: There was discussion in
27 negotiation. They say knock it out and you knocked it
28 out.

29 MR. EARLS: They proposed an ultimatum
30 proposal and we were told plainly at the start of the



1 proposal we were told verbally by them that this is a
2 proposal that cannot be changed in principle. If there
3 were wording changes or such we wished to talk about they
4 can be changed, but as far as the principle of the thing,
5 the basis of it it cannot be changed. When we got into
6 this clause, as in many others, we got the smart comments
7 of the personnel manager of the Telegram, a former fore-
8 man of pressmen, "You made your mistake when you let the
9 publishers in the mailing room, your contracts mean
10 nothing." We are starting over, that is the basis of
11 the discussion of principle.

12 THE COMMISSIONER: There is not much
13 principle in the simple reduction of jurisdiction in a
14 physical area. It is a fact. I do not know that you
15 can call it a principle. The only principle involved
16 was to give you jurisdiction in certain areas.

17 MR. RYDER: Over certain types of work.

18 MR. POLLOCK: Certain types of work done
19 in that area, that traditional area, historically done
20 in that area to prevent the contracting out of that par-
21 ticular type of work, which would in turn permit the
22 reduction of the staff of the mailing room.

23 MR. RYDER: Not at the present time, at
24 the present time we have nil.

25 MR. POLLOCK: But that is what your
26 argument was. You wanted to protect the number of em-
27 ployees that were engaged in mailing room operations.

28 MR. EARLS: We wanted to protect the
29 work from going to another jurisdiction, because the
30 drivers and helpers are members of the Newspaper Guild



1 and as each union has done, they tried to contract the
2 jurisdiction of work they had. When I referred to prin-
3 ciple, I was only referring to it in the manner -- we
4 really don't discuss any of these things even in neg-
5 otiations. It was a matter of this, our position is
6 strong and yours is weak. For seventy-three years you
7 have had continuous contracts and as the man said, "You
8 should never let the employers in the mailing room."
9 This is the position, we are starting over.

10 MR. POLLOCK: Meaning you shouldn't put
11 the employers in the position of releasing you or get-
12 ting along without you.

13 THE COMMISSIONER: It would mean the
14 reduction of the men in the mailing room, is that it?
15 What would it result in? Would it apply to any man in
16 the mailing room in the course of the day?

17 MR. EARLS: I think I missed the question.

18 THE COMMISSIONER: Before you struck you
19 had certain men in the mailing room?

20 MR. EARLS: Yes.

21 THE COMMISSIONER: They were there some
22 of the time, not all of the time, wouldn't this protect
23 you and anybody who had worked in the mailing room?

24 MR. EARLS: It would if the work re-
25 mained in the mailing room, all types of work.

26 THE COMMISSIONER: You say the type of
27 work can be removed?

28 MR. EARLS: Yes, there are areas where
29 many of the types of work are outside the mailing room.

30 THE COMMISSIONER: Would you say they



1 were existing then in the mailing room? Could they
2 take them out under the proposed agreement?

3 MR. EARLS: Yes.

4 THE COMMISSIONER: You would have juris-
5 diction in the mailing room on these classes of work?

6 MR. EARLS: That is not what their pro-
7 posal said. They said we were bargaining agents for
8 the mailing room. The contract we worked under at the
9 time of the dispute states we had the control, or juris-
10 diction, of inserting and stuffing all newspapers and
11 supplements. There is a prime example of what could
12 be taken outside the door.

13 THE COMMISSIONER: I see, and you spec-
14 ifically dealt in the original agreement with men work-
15 ing outside?

16 MR. RYDER: Isn't it the original con-
17 tract gave the mailers jurisdiction over different types
18 of functions, meaning mailing functions? After the
19 dispute broke out the proposal was that they should have
20 jurisdiction over only those functions performed in a
21 certain area.

22 MR. POLLOCK: They had originally job
23 jurisdiction and after the proposed agreement it gave
24 them geographical jurisdiction.

25 MR. EARLS: Yes.

26 MR. POLLOCK: Functional versus area.
27 Let us get back to the blacklist again. I am interested
28 in this because in my experience the last time I know
29 of a blacklist in such and such a settlement, was pro-
30 bably in the Canadian Pacific Railway case where they



1 caught some people who had participated in considerable
2 violence, and in negotiation it was decided they would
3 go to work without these people. Your suggestion is
4 the employers did determine who went on the list and
5 took the names of everybody on the picket line, whether
6 they were involved in scuffles or not.

7 MR. EARLS: We are only surmising this.
8 The members who were on the black list are here. Is this
9 the way --

10 MR. POLLOCK: Identify yourself and come
11 forward.

12 MR. EARLS: This is Mr. Ed Potter, an
13 executive member of the Toronto Mailers Union.

14 MR. POTTER: If I might throw some en-
15 lightenment on this aspect of the union, because of the
16 fact I was involved, I was one of the signatories to the
17 contract subsequently repudiated by the membership.

18 MR. POLLOCK: By the membership or In-
19 ternational?

20 MR. POTTER: Both, first by the Inter-
21 national and then by the membership.

22 MR. POLLOCK: On instructions of the
23 International?

24 MR. POTTER: Yes, unanimously I might
25 say. We got into the negotiations and as Mr. Earls has
26 stated, they weren't actual negotiations in the true
27 sense of the word. I got the impression that the pub-
28 lisher's representatives were hoping that they would
29 test our patience to the point we would eventually walk
30 out and free them from the necessity of signing a



1 yellow dog contract. This is the impression we got. We
2 were in a meeting for four or five hours and left en-
3 tirely to ourselves. The representatives excused them-
4 selves from the room and left us there, and I am sure
5 that some of the people involved were embarrassed by
6 the situation. I got that impression they were in a
7 cartel arrangement and had come to an agreement with
8 themselves, and consequently they had to go through with
9 what was suggested.

10 MR. POLLOCK: That colourful reference
11 to a "yellow dog" contract. What aspect of the contract
12 made it yellow dog? It is my understanding of the term
13 used in labour relations, it is a contract the signator-
14 ies of which would not choose a union.

15 MR. POTTER: We thought of it as yellow
16 dog when arguing the suggestion of a blacklist, particu-
17 larly in view of the fact they had changed the number.
18 They were trying our patience. Every time they would
19 get into an area they would add a few names to the black-
20 list, or add to the number, but would never designate
21 who they would be or why. I understood I was placed on
22 the blacklist. I got the information from an executive
23 within the Star. I was told this and subsequent to the
24 fact I was on the Negotiation Committee they had taken
25 me off because it was a source of embarrassment to them.
26 This is all hearsay and can't be substantiated, but this
27 was the atmosphere that prevailed at that time.

28 MR. POLLOCK: Did you ever find out who
29 the twenty-seven were?

30 MR. EARLS: Oh, yes, in one of the



1 submissions, the ones that are crossed out were the ones
2 not acceptable in any way by the three newspapers.

3 MR. POLLOCK: There is one that is
4 crossed out and it says, "Returned to work."

5 MR. EARLS: You have to eliminate them.
6 They had gone back to work. This is one of the seven
7 or eight I spoke to you about. The ones that didn't
8 say -- that were crossed out because they were refused
9 to be taken back in any one of the three newspapers.

10 MR. POLLOCK: There are only four on
11 this list, four from the Toronto Star chapel, there are
12 a couple of others crossed out and marked, "Returned to
13 work," Mr. Harrison and Mr. Webber and Mr. Little.

14 MR. EARLS: There is one on the first
15 page, Purvis.

16 MR. POLLOCK: Then we have J. Mason, A.
17 Mason, and G. Bennett and that is all.

18 MR. EARLS: I think there must be a page
19 missing.

20 MR. POLLOCK: There must be a page
21 missing.

22 MR. EARLS: We know there were ten or
23 twelve from the Star.

24 MR. POLLOCK: There are one hundred and
25 eleven names here, how many more were in the original
26 unit?

27 THE COMMISSIONER: A hundred and eighty-
28 five altogether and twenty-six were stated by you to
29 have been blacklisted.

30 MR. EARLS: Yes, as it said. They



1 mentioned twenty-three or twenty-four names over the
2 three papers. Then we found out that the figure of
3 twenty-seven I used in the brief are the ones.

4 THE COMMISSIONER: From what you say
5 it doesn't seem to be doubtful that what they were
6 blacklisted for was due to their conduct on the picket
7 line.

8 MR. EARLS: Except as I pointed out.

9 THE COMMISSIONER: I am not saying it
10 was justified, but you must attribute it to that.

11 MR. EARLS: Yes, we attributed it to
12 the fact they were there when problems arose, such as
13 arguments or scuffles. Yes, but they were not convicted
14 of anything on the picket line, this is the point.

15 MR. POLLOCK: There were some people
16 convicted of something, I think you referred to it as --

17 MR. EARLS: There was one mailer con-
18 victed of stealing newspapers.

19 MR. POLLOCK: Stealing newspapers? He
20 was on the blacklist was he?

21 MR. EARLS: Yes.

22 MR. POLLOCK: Any others charged with
23 stealing newspapers?

24 MR. EARLS: Not in the Mailers Union.

25 MR. POLLOCK: Anybody charged with, if
26 I can recall, with -- there was some suggestion of
27 throwing tacks or nails on the driveway?

28 MR. EARLS: No one was ever charged or
29 convicted.

30 MR. POLLOCK: Was there any suggestion?



1 MR. EARLS: Not given to us. There may
2 be suggestion in their minds and this is the reason I
3 don't know.

4 MR. POLLOCK: It is not a random choice.
5 I suggest some of the people exhibited the characteristics
6 of having done something the employers might have looked
7 at with a jaundiced eye?

8 MR. EARLS: I am sure of that.

9 MR. POLLOCK: Can you give us the details
10 of the people who were placed on the blacklist, will you?

11 MR. EARLS: In addition to this?

12 MR. POLLOCK: A more complete form in
13 any event. All right, now, I think we have got to the
14 stage of talking about the refusal of the International
15 Union, on the basis there was a blacklist. Was there
16 any other substantial changes they suggested to you that
17 you knew from your negotiations would be unacceptable
18 to the newspapers? I assume the International suggested
19 to you the reasons for their refusal of approval of the
20 agreement?

21 MR. EARLS: Oh, yes. The ignoring of
22 the International Typographical Union general laws which
23 are the part of every approved International Typograph-
24 ical Union agreement.

25 MR. POLLOCK: All right, but what parts
26 of the agreement did they tell you -- first of all, let
27 me ask you this, did an International representative
28 attend with your bargaining committee at the bargaining
29 sessions?

30 MR. EARLS: Only at the Conciliation



1 Board hearing.

2 MR. POLLOCK: At the time they rejected
3 the contract that was approved by the negotiating com-
4 mittee, they really had no idea of the positions advanced
5 pro and con, either the employers or union position?

6 MR. EARLS: Right.

7 MR. POLLOCK: So their objection was
8 made that a local union had done something offensive,
9 approved a contract without getting higher approval from
10 the International Union?

11 MR. EARLS: That is right.

12 MR. POLLOCK: Now did you submit the
13 contract to the International Union for approval?

14 MR. EARLS: No.

15 MR. POLLOCK: You did not? Why not?

16 MR. EARLS: Because the new committee
17 that had gone in were told they were to accept the best
18 they could get. This is what they did, so they would
19 not have an approved contract. It was the intention
20 of the members to sign the agreement.

21 MR. POLLOCK: And go back to work even
22 though they would probably be expelled from the Inter-
23 national Typographical Union?

24 MR. EARLS: No, when they realized that
25 the I.T.U. working card could be in jeopardy if they
26 went under the arrangement; the charter of the local
27 union could be in jeopardy; as Mr. Potter stated, unani-
28 mously on the roll call, they voted, every individual
29 voted to reject the contract.

30 MR. POLLOCK: I agree. I think I saw



1 a letter written to the membership but I don't know if
2 to the membership of both locals of the union, from the
3 International Union saying you better get rid of the
4 contract and everybody who honours it.

5 MR. EARLS: That he was eligible for
6 loss of membership.

7 THE COMMISSIONER: You signed it be-
8 cause you saw the strike had been lost?

9 MR. EARLS: Our members signed it.

10 MR. POTTER: I think I should speak on
11 that question, sir, I was directly involved, where Bob
12 was not. He would not participate in this activity.
13 He realized it was contrary to International law and
14 as President of the Union he had to uphold the law. It
15 was a committee on which I was one.

16 THE COMMISSIONER: When you say he knew
17 the law, that is Mr. Earls, he knew it would be rejec-
18 ted by the International?

19 MR. POTTER: Not necessarily, but he
20 had to suggest to the membership that they should follow
21 procedure.

22 THE COMMISSIONER: To have it approved
23 first?

24 MR. POTTER: That is right, and he was
25 voted down by the local membership because we felt we
26 were in a desperate situation, and we were taking a
27 calculated risk. We were signing a contract hoping the
28 International would condone it. This was the sum and
29 substance of it because of our desperate plight.

30 MR. POLLOCK: Once you received



1 information from the International drawing to the
2 membership's attention that it had done something --
3 that is, approved a contract without prior approval --
4 did you then take that contract and say, "Let us send
5 it to the International to see if they will approve
6 it?"

7 MR. EARLS: When this happened I con-
8 tacted a representative of the International, who was
9 formerly president of this local, and asked him to get
10 it to the International Typographical Union and show
11 them the violation of the International Typographical
12 laws by what was being accepted in this agreement. He
13 did that, and four days later we received a telegram
14 from the International Typographical Union.

15 MR. POLLOCK: Saying?

16 MR. EARLS: Those who do not individu-
17 ally repudiate the agreement are subject to penalties
18 and possible loss of membership.

19 MR. POLLOCK: But you never acted. Did
20 you get an answer from the International Union to the
21 effect that they had seen this agreement and objected
22 to the following clauses?

23 MR. EARLS: Yes, I believe the Telegram
24 stated some sections of it.

25 THE COMMISSIONER: What did the Telegram
26 state?

27 MR. EARLS: The black list is one, the
28 improper procedure is the basic one.

29 MR. POLLOCK: We have washed out the
30 improper procedure aspect. We have said the Union will



1 not treat this as an approved contract, although we have
2 approved it, we will treat it as recommended and send
3 it to the International. In the normal procedure you
4 don't send every contract that is offered, you only
5 send the one that is acceptable to local membership?

6 MR. EARLS: Any one that the negotiating
7 committee feels the membership would take.

8 MR. POLLOCK: So you had a pretty good
9 indication the membership would take this, they approved
10 it initially?

11 MR. EARLS: Right.

12 MR. POLLOCK: At that stage you send
13 the contract to the International Union at a stage where
14 you are not saying they voted acceptance, but saying
15 here is a contract, will you approve it, but they come
16 on back and say, "We won't approve, we want you to make
17 this change or that change or put this clause in or add
18 something." It seems a difficult position to me.

19 MR. EARLS: It was not sent for approval
20 after it was signed by the local union. It was sent
21 for their information as to what had happened.

22 THE COMMISSIONER: Do you think they
23 would have repudiated only on the ground it hadn't been
24 previously approved? Suppose they agreed they approved
25 all the provisions but they said you should have gotten
26 our approval before you signed it. They wouldn't reject
27 it on that ground?

28 MR. EARLS: This I have no way of know-
29 ing. This is a weighing factor in their thinking.

30 THE COMMISSIONER: I would attribute



1 some bit of intelligence to those people and I can
2 understand their thinking in the objection to the in-
3 clusion of the black list, but I am speaking of the
4 mere fact the document was signed before it was sent
5 wouldn't be justification for repudiation.

6 MR. EARLS: In normal situations I would
7 say yes. Under these circumstances I would say no,
8 that is not what stopped it.

9 MR. POLLOCK: But they did not communi-
10 cate to you the reasons why they objected to certain
11 clauses?

12 MR. EARLS: No, because it was not sub-
13 mitted on the basis of doing this.

14 THE COMMISSIONER: They did mention
15 the black list and one or two others in the Telegram?

16 MR. EARLS: Yes, but another comment --

17 MR. POLLOCK: You knew -- I mean the
18 bargaining or negotiating security committee knew -- you
19 had the best agreement you could possibly get from the
20 employer?

21 MR. EARLS: At that time, yes, without
22 doubt.

23 MR. POLLOCK: So you knew further neg-
24 otiation with the employer was pretty well impossible.
25 That is why the people sign agreements. If you think
26 you can get more you keep bargaining.

27 MR. EARLS: I think that is fair.

28 THE COMMISSIONER: You continued con-
29 ciliation after this? But you knew at that stage the
30 conciliation and subsequent negotiation having the



1 information this contract had not been approved by the
2 International, and subsequently on instruction repudiated
3 by each of the members of the local, you knew you
4 couldn't reach an agreement?

5 MR. POTTER: That is not true, if I
6 might interject a remark. The reason we were anxious
7 to get into conciliation, we felt the publishers would
8 be too embarrassed to try and sustain his position in
9 conciliation on a black list test. It is all very well
10 to submit it to our committee when there are no witnes-
11 ses, but when it became an issue before a government
12 body, we felt they might in their wisdom eliminate the
13 black list, and we might get an approved contract.

14 MR. POLLOCK: How strong was your feel-
15 ing in that regard?

16 MR. POTTER: Very strong because the
17 black list was unjustified and I felt they would be re-
18 luctant to pursue their position in this regard, before
19 a conciliation board, and this is why they take the
20 position they wouldn't negotiate anything.

21 MR. POLLOCK: You held that feeling at
22 the time you approved the contract that had a black list
23 in it, you thought you had a chance to get it out later
24 on in conciliation.

25 MR. RYDER: There was doubt.

26 MR. EARLS: The employer did tell the
27 group they could go in and discuss the numbers on the
28 black list after the agreement was in effect.

29 MR. POTTER: Wasn't that an issue raised
30 at the conciliation here? Every time we got into the



1 aspect they said we could iron those things out after
2 the agreement is consummated. In other words, let us
3 not discuss this now, we will discuss it afterwards.

4 THE COMMISSIONER: You take the risk of
5 approval and then you would see if you could eliminate
6 the words by the means you suggest, which is a fair and
7 simple way to look at it.

8 MR. POLLOCK: We will take an adjourn-
9 ment for ten minutes.

10 ---Short recess.

11
12 MR. POLLOCK: I wonder if you could pro-
13 vide us with the correspondence that was exchanged be-
14 tween the International and the Local?

15 MR. EARLS: Yes, I am sure we could do
16 that. I would like to make a comment on the whole area
17 if I may.

18 In case I was not clear on the situation,
19 on the question of Mr. Rand, the real reason for the
20 suggested repudiation was the merits of the contract.
21 I don't think there is any doubt the security clauses
22 within the contract are the real reason.

23 The other point I want --

24 MR. RYDER: By that you mean the absence
25 of Clause 703 in the old contract.

26 MR. EARLS: Yes, the real security and
27 the possible destruction of our local and the likely
28 destruction of the membership, if we lose this type of
29 work.

30 MR. POLLOCK: It would reduce the size



1 of your local?

2 MR. EARLS: Yes, it could be the ultimate
3 death.

4 THE COMMISSIONER: You could take any
5 other man into your union couldn't you?

6 MR. EARLS: Where it usually goes is to
7 drivers or helpers on the trucks, and they are already
8 organized, sir.

9 The other point is the Contract Bureau
10 where the contracts must be sent for approval, is there
11 for our benefit and not there for the I.T.U. benefit,
12 and to cite the reasoning behind that statement specifi-
13 cally there are three men employed in a shop somewhere
14 and they can very easily be hoodwinked, or whatever you
15 could call it, into an agreement that could be very
16 destructive. The membership of the International Typo-
17 graphical has set up the department and one is the
18 Bureau of Contracts, because we want things checked by
19 people trained in this field to protect ourselves.

20 THE COMMISSIONER: They wouldn't turn
21 you down because you signed it before you sent it?

22 MR. EARLS: No, I don't think I made
23 myself clear. This happened --

24 MR. POLLOCK: Surely you wouldn't sug-
25 gest that the experienced members of your local, which
26 is a fairly large local, who were on the negotiating
27 committee and your executive didn't appreciate the danger
28 of the new clause. I am sure you fought against it all
29 along the line on the same principle it might eventually
30 be a reduction in size of the local and, as you suggest,



1 maybe its total elimination, but not within the term of
2 the reasonable foreseeable future, at least within the
3 terms of the contract anyway.

4 MR. EARLS: Yes, definitely within the
5 terms of the contract you could see the reduction.

6 MR. POLLOCK: Oh, yes, clearly if auto-
7 mation comes in more and more, some of the tasks might
8 be automated to a higher degree, and maybe make some
9 machines that would operate the newspapers in a faster
10 manner than three or four men, and they could reduce two
11 or three.

12 MR. EARLS: We would not question this
13 approach and never have. This isn't the area we are
14 talking about, we are talking parceling out the work
15 and transferring the jurisdiction.

16 MR. POLLOCK: Are you on the loading
17 dock as well?

18 MR. EARLS: No.

19 MR. POLLOCK: The people on the loading
20 dock would be paid a lesser amount of money than you?

21 MR. EARLS: Yes.

22 MR. POLLOCK: So it would be cheaper if
23 they could run a conveyor to the loading dock for some
24 shippers down there, that is what you are afraid of?

25 MR. EARLS: We are afraid of it by pre-
26 cedent.

27 MR. POLLOCK: You appreciate all these
28 things at the local negotiating committee. You are all
29 men of reasonable experience and intelligence in these
30 matters. It wasn't the protection aspect of the



1 International Union, pointing out something you had com-
2 pletely overlooked? You hadn't been bamboozled. You
3 are not a three-man local who needed the protection.
4 Their interest was the preservation of the mailers as
5 a union, as a broad concept, and they are to sit and
6 temper the applause of the local members for the benefit
7 of the union as a body.

8 MR. EARLS: I think so, each local union
9 is autonomous in its own right.

10 MR. POLLOCK: To some extent.

11 MR. EARLS: To a complete extent, sir,
12 they are autonomous in their own right and could have
13 signed the agreement. This possibly could have brought
14 penalties.

15 MR. POLLOCK: How can you say you are
16 autonomous if you do something that you are allowed to
17 do within your autonomy, and this act results in the
18 expulsion from the union of your membership and cancel-
19 lation of the charter?

20 MR. EARLS: All they said was the pos-
21 sibility was there.

22 MR. POLLOCK: How can you say you are
23 autonomous?

24 MR. EARLS: You could still be Toronto
25 Mailers Union No. 5, but not have the affiliation of the
26 union. There is nothing to prevent your signing but you
27 would have no affiliation.

28 MR. POTTER: The only reason was to pre-
29 serve the autonomy. We as delegates were a part and
30 parcel to putting that legislation on the books. I



1 voted in favour of the legislation so my local autonomy
2 is preserved. I concur in it as a delegate.

3 MR. POLLOCK: I am not going to quarrel
4 with that. The only point I make, if there is a sanction
5 that would sever you from the union and expel your mem-
6 bers from the union, it is a pretty hollow autonomy. If
7 you make a decision that would result in that kind of
8 penalty, it is a pretty hollow type of economy. Every-
9 body is obliged to do something in our society. You are
10 free to rob a bank but subject to the penalty of going
11 to jail for it on conviction.

12 MR. POTTER: A doctor is free to set his
13 own rates for house calls, but he would be ostracized if
14 he went contrary to his own association.

15 MR. POLLOCK: So he is not completely
16 autonomous.

17 MR. RYDER: We did agree the Inter-
18 national had the power to impose sanctions but they
19 may not have had such dealings in the past. They are
20 reasonable men, their interests are the mailers interest,
21 that is the preservation of the local union.

22 MR. POLLOCK: For what purpose?

23 MR. RYDER: For the purpose of profitable
24 employment opportunities for its membership.

25 MR. POLLOCK: On the best possible con-
26 ditions and terms, surely. Well, your local group at
27 their negotiations took the best possible agreement it
28 could achieve, barring a complete change of mind.

29 MR. RYDER: Or barring an effective
30 conciliation. If conciliation had been effected as



1 these people hoped it would have been -- that is the
2 conciliation board issued a report that discussed the
3 merits of the dispute -- they thought the publication of
4 the merits of the dispute --

5 THE COMMISSIONER: They had to take the
6 action they actually took. They withdrew the consent of
7 their agreement. They accepted the cabled dictation of
8 the International Union. Those are the facts.

9 MR. RYDER: It is true they did.

10 THE COMMISSIONER: They had two possib-
11 ilities, to run the risk of being severed from the
12 International or lose their positions here.

13 MR. RYDER: Quite right, and the reason
14 they repudiated is because there are greater job oppor-
15 tunities with their continued link with the International
16 Typographical Union.

17 THE COMMISSIONER: Certainly, that is
18 the simple fact of it.

19 MR. POLLOCK: If I recall the letter,
20 if it is the same letter we are talking about, it didn't
21 leave any doubt in my mind what would follow if they
22 did not repudiate the contract.

23 MR. RYDER: It has happened in the past.
24 Contracts have been signed without prior approval and
25 the I.T.U. lives with them if it is to the best interest.

26 MR. POLLOCK: That is right, so as I
27 understand it they had an individual roll call vote and
28 everybody stood up and said, "I repudiate," and sat
29 down. Everybody did the same thing. It is not a very
30 surprising repudiation under these circumstances.



1 MR. EARLS: Surprising as it may sound,
2 it was surprising to me at the time.

3 MR. RYDER: It would take considerable
4 courage.

5 MR. POLLOCK: Well, at least that answers
6 the black list questions. Now do you think the concil-
7 iation board if it published a report there would be
8 any question of jurisdiction; do you think that would
9 have had any effect? The black list by its very name
10 might. There might have been some public pressure on
11 the newspapers to get rid of it, but the jurisdiction
12 clause -- and without disrespect to the local community
13 wouldn't have any effect.

14 MR. EARLS: If it could properly be
15 covered, but this is the problem since the dispute --
16 the majority of the news media is in control of the
17 people we are in dispute with, and we were in the
18 position of not getting the coverage in comparison to
19 the people we were having the trouble with. If the
20 conciliation board report had come out in detail it
21 might have assisted our situation. We do not know that
22 it would have, we only know what we have done is not
23 successful, but we do not know if it would have helped
24 but it was our hope if they came out possibly we could
25 have got some support from somewhere. We don't know
26 from where, but not in the conciliation report only.

27 But going on further, when we made a
28 capitulation proposal in October, 1966, we requested,
29 when the newspapers, through their legal counsel, who
30 is one man, Charles Dubbin, who speaks for the



1 newspapers at all times, the Department of Labour ap-
2 proached Mr. Dubbin and submitted our proposal to him,
3 because we were at the stage that whatever we could get
4 is better than being on the street. So we made the pro-
5 posal and it came out in the newspapers prior to us
6 being informed, through Mr. Dubbin, and following this
7 we requested from the Department of Labour that they in
8 turn publicly state the facts of what had happened in
9 this proposal. What led up to it, the proposal itself
10 and the ultimate answer, and the way the answer came.

11 We were refused this. There was an
12 approach made through an intermediary to the Minister of
13 Labour, at that time Mr. Rowntree, to make a statement
14 on the situation of this proposal. He never made a
15 statement. It never came out anywhere it could cover
16 the whole Metropolitan area.

17 THE COMMISSIONER: Don't you think it
18 goes against my grain too? You look upon these contests
19 as an act of economic war. You made a choice, you saw
20 fit to do what you could in the picket line to do what
21 you could do to the employer that they were trying to do
22 to you, destroy you in an economic sense.

23 MR. EARLS: I think we did meet a test.
24 We believed we made it under an agreement, signed by
25 both parties, and we believed we were right, but aside
26 from this there is no incentive for a union to do as you
27 say to attempt to destroy the employers.

28 MR. POLLOCK: Not ultimately destroy
29 them.

30 THE COMMISSIONER: To destroy their



1 activity at the moment, and you are going to force them
2 to the things not only you did but they did, by loss of
3 money. This can be expressed in these terms.

4 MR. EARLS: Well, I agree, yes.

5 THE COMMISSIONER: Well, I suppose they
6 would say we are no more trouble to you than you would
7 be to us.

8 MR. EARLS: Except it is complete des-
9 truction in our case, not money.

10 THE COMMISSIONER: Why did you go into
11 the picket line?

12 MR. EARLS: We felt we had a right under
13 the agreement we worked under.

14 THE COMMISSIONER: To participate in
15 disturbance in the picket line? You mentioned that as
16 the action when they took the names for the black list.

17 MR. EARLS: I suggested sir it was when
18 these things happened they took the names on the picket
19 line. I am not suggesting it was members of the Mailers
20 Union.

21 THE COMMISSIONER: Do you think your
22 members are any less likely to do this than the others?

23 MR. EARLS: Our members were instructed
24 we were not on strike, and they were not to be in actions
25 on the picket line with the Topographers Union. We
26 would assist them when requested on delivery of pam-
27 phlets, and supporting their picket lines with two mem-
28 bers for information only. They were instructed, prior
29 to the employers becoming in a free position, all members
30 were instructed all through the piece it was not the



1 same situation and we still do not believe to this day
2 it was the same situation.

3 MR. POLLOCK: At this stage when you
4 signed the abortive agreement there was no difficulty
5 in the employers obtaining people to replace you working
6 in the mailers room? They were operating fully?

7 MR. EARLS: There was no difficulty,
8 they did replace us, that is a fact.

9 MR. POLLOCK: At this stage, if you can
10 characterize these negotiations as horse-trading, you
11 came back to trade with the company. After reviewing
12 this over, you didn't have much of a horse left.

13 MR. POTTER: We never had a horse in
14 any negotiations.

15 MR. POLLOCK: You had some kind of a
16 horse, when you signed the agreement originally to
17 preserve the jobs before there was any change in the
18 jurisdiction.

19 MR. POTTER: You keep referring to this
20 as negotiation. I was there and I wouldn't characterize
21 them as negotiations. I would say it was an ultimatum
22 given to us and we were instructed, or told formally,
23 there would be no change in the proposal. As I said
24 at the opening of my remarks previously I got the im-
25 pression they would have been happy to try our patience
26 to the point of walking out and relieving them of the
27 responsibility.

28 MR. POLLOCK: At one stage you grasped
29 it.

30 MR. POTTER: Simply because we were



1 desperate and grasping for a straw.

2 MR. POLLOCK: You were reasonably healthy
3 as far as wages are concerned. The point is you
4 couldn't, as reasonable people in your position, you
5 didn't have any economic bargaining strength left. You
6 tried to capitulate. You did that as a realization you
7 had no other course and they said to you, "Sorry about
8 that, chaps, we don't need any more, you demonstrated to
9 us we could get along without you."

10 THE COMMISSIONER: Is there any other
11 fact of significance? I personally think this is a
12 tragic situation, but these things do happen. I don't
13 know what you could suggest as a cure for them.

14 MR. EARLS: I think in my brief I made
15 a comment on my position. Certainly it is prejudiced
16 on compulsory arbitration when one side has proven des-
17 truction. The government should not allow any collec-
18 tive bargaining that allows the destruction of the
19 other party.

20 THE COMMISSIONER: I don't think anyone
21 would disagree as a matter of common sense on fair
22 dealings, but do you think those are the controlling
23 factors in a contest over money? More or less we talk
24 about the competition and this is right in line with
25 the competitive age.

26 MR. RYDER: Our difficulty, Mr. Commis-
27 sioner, was that we were engaged in a collective bar-
28 gaining process, and we did not have the wherewithal to
29 bring power to the bargaining table.

30 THE COMMISSIONER: Why haven't you? You



1 must admit this, you miscalculated on the strength of
2 the general cause you were supporting. You didn't think
3 the Typographical men themselves -- that is I forget
4 what they called them, the printing men, you didn't think
5 they would really be beaten. That was a risk you cer-
6 tainly foresaw and it is a tragic thing that you were
7 parties to it.

8 MR. RYDER: Indeed, sir, in the begin-
9 ning we made a miscalculation of the effect of Clause
10 703. We probably thought we had a great deal of pres-
11 sure we could bring from our side and impose that on the
12 employers. We found out quickly it was not the case,
13 but then we fell back to other lines of resistance like
14 picketing and trying to enforce other clauses in col-
15 lective agreement. These lines were open to these
16 people no matter how you look at it, and the law said,
17 "No, you weren't." I think the law was wrong.

18 THE COMMISSIONER: How are you going to
19 deal with people deliberately opposing this view? How
20 are you going to deal with other people opposing, from
21 other sources, entering a contest of this nature?

22 MR. RYDER: I think the laws should be
23 designed to arbitrate. If you have economic dispute it
24 should not favour one side or the other.

25 THE COMMISSIONER: They act on their own
26 accord.

27 MR. RYDER: Picketing is one means by
28 which these people could bring the dispute to the public.

29 THE COMMISSIONER: They did not have
30 any dispute. When they refused to cross the line they



1 were acting on a privilege under the contract. I think
2 the Labour Board must have felt they were not able to
3 take an active part in bringing the operations of the
4 company to a stop.

5 MR. RYDER: What else did the clause
6 read?

7 THE COMMISSIONER: What else could the
8 clause be? It means you did not have to cross the line
9 but it also means you do not take an active part with
10 those on strike.

11 MR. RYDER: To be there was the only
12 mistake.

13 THE COMMISSIONER: I am suggesting if
14 you argued before the Board that is what the Board felt.

15 MR. RYDER: We don't. They are right
16 not to cross the picket line and to join the other pick-
17 et lines was never challenged by anybody. What happened
18 was every time you went to enforce it you were denied.

19 MR. POLLOCK: Let me stop you there.
20 The disastrous occurrence occurred when you were on
21 strike, when your agreement terminated and you went into
22 negotiations for a new agreement. At that stage the
23 employer had realized it could get along without the
24 membership and it chose to take the position and offered
25 a contract not as attractive any more as originally,
26 because you weren't as strong as you were. The employer
27 realized you weren't as strong when you negotiated the
28 first one and it was also being successful in resisting.
29 Probably the strongest affect you could bolster was
30 your sister union, the I.T.U., Local 91. It was out on



1 strike and they were winning that battle too, and on
2 both fronts they were successful.

3 The point I would like to ask, as far as
4 compulsory arbitration, I realize some newspaper strikes
5 in the United States resulted in newspapers going out of
6 business, in New York, I think. Do you suggest that
7 would have been open to the newspaper to say, "You are
8 putting us out of business, let us have compulsory arbi-
9 tration?"

10 MR. RYDER: If that can be prevented. I
11 don't agree this is necessarily the case in New York.
12 My information is a couple of the papers were losing all
13 kinds of money prior to this, and this seems to be the
14 result. They claim that labour causes them to go out of
15 business.

16 MR. POLLOCK: They still presented their
17 demands.

18 THE COMMISSIONER: Is there anything
19 further we can add in the way of information?

20 MR. EARLS: I don't think as far as the
21 companies, sir, there is anything I can add. We have
22 put in the end of our brief our suggestion for dealing
23 with security. It is not going to help our situation
24 at the present time but we believe it is worth consider-
25 ing.

26 THE COMMISSIONER: What would you suggest
27 you do?

28 MR. RYDER: Regarding?

29 THE COMMISSIONER: How would you suggest
30 a situation like that would be handled by legislation,



1 or affected by legislation?

2 MR. RYDER: Are you talking compulsory
3 arbitration?

4 THE COMMISSIONER: I am talking about
5 your complaint as a whole.

6 MR. RYDER: First of all, we felt the
7 problem was a labour dispute, and our problem was we
8 did not have any bargaining power because we were taking
9 on a very powerful adversary.

10 MR. POLLOCK: You are not suggesting
11 the International Typographical Union is not a powerful
12 union, are you?

13 MR. RYDER: No, but in the circumstances
14 if the company, no matter how small, can continue unim-
15 peded in its operation after a strike, no matter how
16 powerful the union is they have no bargaining power.

17 MR. POLLOCK: No economic strength.

18 THE COMMISSIONER: It knew that before
19 it took the step, so what are the consequences of taking
20 your own determined step?

21 MR. RYDER: Perhaps if we could do it
22 all over again we might not take the same steps.

23 THE COMMISSIONER: I should think if you
24 had envisaged the possibility you certainly would not.

25 MR. RYDER: But that is not fair. It
26 is not fair if a company is of such an organization it
27 can continue its operation in disregarding a strike,
28 which is the only weapon or prime economic weapon the
29 men have. If that is not going to affect the company
30 the men have not bargaining power and once the company



1 realizes this the men are in a weak position for the
2 rest of their lives.

3 MR. POLLOCK: It also applies to a com-
4 pany in the same position. If they can't stand a strike
5 they are in no position. You are saying there ought to
6 be legislation to equalize the bargaining power?

7 MR. RYDER: It is almost impossible.

8 MR. POLLOCK: It is my understanding
9 of the Labour Relations Act, and correct me if I am
10 wrong, Mr. Ryder, it brings the parties together to
11 negotiate. It doesn't affect the economic strength or
12 power of either side. This is really what happened be-
13 fore the legislation. If you were strong enough you
14 compelled the employer to bargain and he did, but the
15 legislation has seen fit to say to the Trade Union
16 movement, "We will give you this power by ballot. We
17 will let you vote to have a certain bargaining agent
18 negotiate on your behalf." And the company by legis-
19 lation is required to bargain with these people, which
20 is a considerable infringement on their original rights,
21 as they developed back in the days of the turn of the
22 century. All the legislation has done so far is bring
23 the parties together. It hasn't added power to one side
24 or taken from another. If you are suggesting that occurs,
25 tell us how?

26 MR. RYDER: There are three sanctions
27 available to the union in this dispute. The first was
28 the withdrawal of labour, whether it be a strike or not.
29 Under the Protective Agreement that did not occur very
30 often. The withdrawal of labour, not a strike, doesn't



1 work, so the union must create a picket line. Now in
2 this case they conducted secondary picketing.

3 THE COMMISSIONER: Secondary where?

4 MR. RYDER: Apart from picketing the
5 employer itself, they picketed stores who advertised,
6 which advertised in the newspapers.

7 THE COMMISSIONER: That is members of
8 this union?

9 MR. POLLOCK: Heather Hill Appliances,
10 and Bad Boy stores, you call that secondary? It may be
11 tertiary.

12 MR. RYDER: It seems to me the laws on
13 secondary picketing are wrong. This is the only picket-
14 ing in fact which could impose any economic sanction
15 against the newspapers and it was denied them.

16 THE COMMISSIONER: Allow me to ask you
17 to state all your problems first.

18 MR. RYDER: The third sanction available
19 to us was to enforce the collective agreement and I am
20 not saying that the decisions which were rendered --
21 there were two arbitrations and they were appealed -- I
22 am not saying the decisions on that were wrong. I am
23 simply saying if they had made a mistake or miscalcul-
24 ation and done more than exercise their rights under the
25 collective agreement, it is unfortunate, by either bad
26 legal advice from me or my firm, or for some other
27 reason, this dispute could not somehow have been deter-
28 mined without the total destruction of one of the
29 parties.

30 THE COMMISSIONER: Do you think the



1 members of these unions and associated unions act towards
2 their own members with any such spirit of accommodation
3 and help? We have had a witness come in here and say
4 he was haunted. After fifteen months picketing he saw
5 what you say, the case was lost. He went to work to
6 maintain his family and for that he was treated as a
7 person living under a selfish contract and a traitor to
8 his fellows.

9 MR. RYDER: That may happen, but in this
10 case the people are different. This union recommended
11 when they saw the dispute was lost, these men go and
12 seek employment elsewhere.

13 THE COMMISSIONER: There is no doubt,
14 and I do not think anybody who has sensibility and
15 feeling can ever think other than have the feeling that
16 this is a tragic thing, but how are you going to correct
17 that sort of thing. There is one thing in the minds of
18 men in this country and the entire western world and
19 that was to say, "Keep your hands off us and let us
20 alone. We will look after our interests." Now you
21 suggest they are not able to look after their interests
22 and they need some government intervention.

23 MR. RYDER: I think the law is wrong
24 in secondary picketing.

25 MR. POLLOCK: These three don't seem to
26 be related, at least the third one. At the time you
27 negotiated you weren't under any agreement. It was in
28 June of 1965 after your agreement expired. You have
29 the two things left, withdrawal of labour and the
30 picketing.



1 MR. RYDER: Those two sanctions.

2 MR. POLLOCK: You have primary picketing
3 and what you call secondary picketing. Do you make any
4 distinction in the type of picketing in the Hersey case
5 and the Bad Boy picketing on the basis that there was
6 pressure being exerted against the place where the prim-
7 ary dispute was on? At Hersey's, where they said,
8 "Don't buy such and such goods, buy Brand X." Where you
9 went to picket somebody that dealt with the newspaper
10 or had a commercial relationship with them, but they
11 didn't sell newspapers there?

12 MR. RYDER: I think I appreciate your
13 distinction. In this case this is economic war and the
14 only place we could impose economical hardship on the
15 newspapers was to direct the picketing at the source of
16 their economic power. Bad Boy was contributing adver-
17 tising and therefore contributing economic power to the
18 newspapers so we picketed them.

19 MR. POLLOCK: You tried to reduce the
20 sales of the newspapers. I think some of the strikers
21 took the papers out of the boxes, that obviously reduced
22 the sales.

23 MR. RYDER: That is not a legitimate
24 sanction.

25 MR. POLLOCK: You agree with that, thank
26 you. You restricted your attack to one of the newspapers,
27 the Telegram, which you conceived to be the weakest and
28 the smallest, and you had little stickers stuck on
29 every box, "Don't buy the Tely," and subsequently put
30 them on telephone poles or something like that, so



1 actually you were trying to effect that technique and
2 it did not work. After the other didn't work would you
3 go to a fourth place and say we can only close the news-
4 papers down if we put the electrical supply out and shut
5 down the power house?

6 MR. POTTER: Why doesn't the sticker
7 campaign work?

8 MR. POLLOCK: Because people weren't too
9 much identified with the problem of the union, because
10 the newspapers were producing.

11 MR. POTTER: Wasn't it partly because
12 the police intervened and pulled the stickers down and
13 laid charges, whereas they completely ignored the fact
14 other fellows were putting posters in exactly the same
15 way? Don't you think the law there indicated a prejudice
16 against us, as against other individuals?

17 MR. POLLOCK: Somebody obviously com-
18 plained.

19 MR. RYDER: We complained in the other
20 situation.

21 I went through the Queensway and on every
22 post the Globe and Mail advertised for carriers. They
23 used the hydro poles to post the stickers.

24 MR. EARLS: The police commission were
25 asked to take them down.

26 THE COMMISSIONER: Who is the owner of
27 the poles?

28 MR. EARLS: The Hydro, I presume.

29 THE COMMISSIONER: They would not allow
30 you and they would allow somebody else, that is possible.



1 MR. EARLS: It was on trees and on city
2 property where the Globe and Mail for one advertised for
3 carrier boys.

4 THE COMMISSIONER: There is a by-law to
5 prevent this?

6 MR. EARLS: There is. We complained
7 and we were told we must catch them doing it and right
8 on the post it says, "Joe Smith such and such for
9 member."

10 MR. POLLOCK: I see on Page 12 there
11 is a reference to the City's Morality campaign.

12 MR. RYDER: That is Mayoralty campaign.

13 MR. POLLOCK: A frightening slip.

14 MR. RYDER: I don't think under these
15 circumstances it is unrealistic to say the law was
16 differently afforded to these people than other people.

17 MR. POLLOCK: From that aspect, if you
18 flew over the city and threw out thousands of pamphlets
19 it would be a question of degree. I can't answer for
20 the by-laws, I don't know the facts.

21 MR. RYDER: That is our assumption.

22 MR. POLLOCK: In conclusion you suggest
23 a technique which is rather interesting, one of solving
24 some automation problems that result in the layoffs of
25 certain individuals, and by my rough calculations yester-
26 day it works out to costing the employer an additional
27 one thousand dollars a month to put automation in, so
28 it is probably a good deterrent not to put automation
29 in. He doesn't get any benefit from the automation.

30 MR. EARLS: This isn't true. He gains



1 benefit from the automation. He gains half instead of
2 the complete benefit.

3 MR. POLLOCK: No he doesn't. Let me
4 show you the basis of my figures. You are suggesting
5 one hundred employees. One hundred a week and five
6 employees are laid off and they are to be rehired, and
7 the rehiring would be at one hundred dollars a week
8 and that the whole employment force of one hundred would
9 pay half the cost, two dollars and fifty cents a week
10 from all their wages. In return for paying this two
11 dollars and fifty cents per week per man, each one
12 would receive one day off a month with pay.

13 MR. EARLS: Yes.

14 MR. POLLOCK: Now, if you look at the
15 payroll in the beginning there is one hundred a month,
16 say a twenty-day month, five working days per week, and
17 four weeks. You run into a projected figure of forty
18 thousand dollars as the payroll cost. One hundred a
19 week per one hundred employees times four. Then you get
20 a kickback of two dollars and fifty cents times one
21 hundred times four from the employees, which is one
22 thousand dollars, so that reduces his net cost of pay-
23 roll to thirty-nine thousand. That is one thousand dol-
24 lars reduction so far.

25 But in achieving the one thousand dollar
26 production he loses one day per month per employee,
27 which is one hundred dollars lost, which is about two
28 thousand dollars or eighteen hundred dollars, depending
29 on the days figured. You have to add that back in and
30 that is thirty-nine thousand plus two thousand which is



1 forty-one thousand. That is what it is costing him. He
2 is getting less work from his employees for greater
3 money.

4 MR. EARLS: He is putting out the same
5 amount of work or same amount of shifts that existed
6 prior to that.

7 MR. POLLOCK: But he hasn't accomplished
8 anything. All he has done is give everybody an addition-
9 al day off and it has cost him one thousand dollars to
10 do that, instead of perhaps two thousand to do that. If
11 he wanted to give them a day off that might solve his
12 problem, but he wants to produce a machine to speed
13 things up and save him money. What you are suggesting
14 is costing him more money.

15 MR. EARLS: As I follow the simple ap-
16 proach, if he was going to lay off five employees be-
17 cause of the introduction of new machinery, instead of
18 that layoff it only costs him half of what it was cost-
19 ing prior to it. In my opinion he is saving.

20 MR. POLLOCK: But the price he has to
21 pay is the extra days in a month.

22 MR. EARLS: This does not enter into
23 getting the same amount of work out.

24 MR. POLLOCK: It is a cost factor.

25 MR. EARLS: We threw it in as our feel-
26 ings on the matter, and that is all.

27 MR. RYDER: Do they get paid when they
28 get that day off, they work a four-day week?

29 MR. EARLS: Certainly they get paid
30 because their weekly wage has been reduced.



1 MR. POLLOCK: They get paid the weekly
2 rate whether four or five days, so in effect they are
3 paid for that extra day.

4 THE COMMISSIONER: Mr. Ryder, you think
5 secondary picketing should be permitted. That is one
6 thing. Have you any other suggestion?

7 MR. RYDER: I think Mr. Earls' sugges-
8 tion of the introduction of compulsory arbitration, in
9 situations where people are not negotiating and the
10 failure to negotiate could result in the destruction of
11 one of the parties, for example, where a strong union
12 strikes a plant and the plant is closed and can't con-
13 tinue operating and that would mean the end of the plant,
14 I think the owner should be entitled to invoke compul-
15 sory arbitration.

16 THE COMMISSIONER: There is a provision
17 to that effect.

18 MR. POLLOCK: How do you establish this?
19 Where do you get the arbitrators?

20 MR. RYDER: Well, the difficulty is if
21 the arbitrators are established or appointed by the
22 government you have government control of the conditions
23 of labour, or interim control, if the arbitrator is a
24 government appointment.

25 THE COMMISSIONER: That is one thing
26 both the employer and employee say they don't want.

27 MR. RYDER: They say they don't want it
28 in place of their present situation insofar as a dispute
29 occurs. We are saying by this brief the basic feeling
30 we have is that neither party should be allowed to be



1 destroyed, and something along that area should be con-
2 sidered and arbitrated.

3 I don't know who the arbitrator could
4 be. I think they should take into consideration the
5 position of both parties when one shows evidence of pos-
6 sible destruction. If, as in our case, hundreds of
7 people out of work go out of the country if they wish
8 to stay in the business they were trained in. They have
9 no other work in Canada of any kind. They have to cross
10 the border. About fifty of the mailers have gone across.

11 THE COMMISSIONER: Was anything of this
12 nature taken into consideration before you crossed the
13 picket line?

14 MR. RYDER: Certainly, but it was our
15 intention that what we were doing was allowed under the
16 collective agreement and we could get back in.

17 THE COMMISSIONER: It is rather stretch-
18 ing it to say you could take part in the picket line,
19 put posters on poles, take part in everything the strikers
20 took part in.

21 MR. EARLS: We didn't take part in it
22 until after.

23 THE COMMISSIONER: What would they do
24 that you didn't?

25 MR. EARLS: Well, they picketed the
26 place in bunches which we didn't, with twenty-five or
27 thirty. I think they had a hundred.

28 THE COMMISSIONER: We have a difference
29 in the numbers?

30 MR. EARLS: We had two for informational



1 purposes.

2 MR. RYDER: In the beginning we didn't
3 do anything but picket and withdraw the labour.

4 THE COMMISSIONER: The very fact you
5 were present would be added to the influence of public
6 opinion, giving the striking employees the spirit of
7 resistance. So you contribute whenever you involve
8 yourself in a group of that sort. You are parties to
9 what they effected.

10 MR. RYDER: Why the distinction between
11 announcing the strike to the people with a picket line
12 and announcing the strike to the people in an editorial
13 in a newspaper? Why the distinction?

14 THE COMMISSIONER: There is no dis-
15 tinction. It is the strongest argument to abolish a
16 picket line. You have radio and television. I quite
17 agree you are limited in your access to the newspapers,
18 did you ever try to advertise your strike in either of
19 the newspapers?

20 MR. EARLS: Not to my knowledge directly.
21 We didn't pay to advertise, of course.

22 THE COMMISSIONER: I think I have seen
23 in some American papers advertisements which are adverse
24 to the interests of the newspapers.

25 MR. POLLOCK: I think there would be
26 some obligation on the newspaper to run the ad.

27 MR. EARLS: Except we are asking the
28 people not to buy the paper and if you put in an ad --

29 MR. POLLOCK: You could say, "By this
30 edition only."



1 MR. RYDER: You would have to picket
2 the union for advertising.

3 MR. EARLS: We could have been wrong in
4 our actions. No doubt we have been wrong in accomplish-
5 ing what we were trying to do and this may be proven in
6 the Appeal Courts that we were wrong in crossing the
7 picket line. The whole point of this is I believe it
8 should be the government's responsibility to see that
9 neither party is destroyed.

10 THE COMMISSIONER: What would it do to
11 effect what you think ought to be brought about?

12 MR. EARLS: The only suggestion I have
13 is what we have submitted. I don't know the answers.
14 It is the thought we have and it is reasonably sound.

15 MR. POLLOCK: Your position is you ought
16 to have a kick at the cat, in negotiation, and strike
17 and all these things, but if you delay you are referred
18 to compulsory arbitration?

19 MR. EARLS: If you can show evidence of
20 your possible destruction. I think that is a term very
21 easily explained on a company's part with their books,
22 and on the union's part when work opportunities disappear.

23 MR. RYDER: The system now is collective
24 bargaining and where you can show the system is totally
25 broken down.

26 MR. POLLOCK: Doesn't it mean striking?

27 MR. RYDER: It does indeed mean striking,
28 but where it totally breaks down then there must be some
29 system apart from an absence of any regulations, and at
30 that time when the collective bargaining system is



1 totally broken down then we will take the compulsory
2 arbitration of any arbitrator in the world.

3 MR. POTTER: Isn't it a fact there is
4 a shift of bargaining power taking place almost in front
5 of our eyes, by virtue of computers and automation and
6 the like, and it gives the employer if he wants to take
7 advantage of it, it enables him to probably dispose
8 himself of any contract. In effect, if he wants to he
9 can seize the opportunity of using new methods to destroy
10 the trade unions in his plant. This is quite easily
11 accomplished now because of the acceleration trends in
12 computers.

13 THE COMMISSIONER: That is a matter that
14 really calls for independent consideration. You have
15 an example of it possibly here, although I don't know,
16 there was no matter of that sort raised in this respect.

17 MR. POTTER: We have no way of knowing
18 whether this was part and parcel to the destruction,
19 because the employers had contacted a school prior to
20 the strike happening. They were training personnel.
21 They used the computer as a means of getting their
22 production out without the printer, and this had a dir-
23 ect bearing on the situation. I am not accusing the
24 publishers did this deliberately to destroy the union.

25 MR. POLLOCK: I suggest they were as
26 surprised as you they could do it?

27 MR. POTTER: I don't think they would
28 take the risk they took without some feeling they would
29 be successful. They must have had some feeling.

30 MR. POLLOCK: In society it is always a



1 risk.

2 MR. EARLS: I would suggest the publishers,
3 from our information, intended to get one newspaper out
4 with a triple mat, and what you say is true, they were
5 overly successful and they got them all out. There were
6 only three hours missed.

7 MR. POTTER: Why can't the computer
8 programme accelerate and happen all through industry and
9 eventually come to a point where you have a visible
10 situation where the ordinary worker will have no bargain-
11 ing power?

12 THE COMMISSIONER: Just a minute, you
13 are doing away with work altogether as you trace it out,
14 and we will all be able to spend our lives in idleness.

15 MR. POTTER: I am idle now. I don't
16 appreciate it. I have applied for all kinds of positions
17 but because I have been involved in a strike and there
18 is a stigma attached to it, I have not a hope of getting
19 employment; even though I feel I am competent in certain
20 areas. I file applications and get not one return.
21 There is an indication there is a stigma attached. I
22 have no pension and nothing to fall back on.

23 THE COMMISSIONER: Haven't you a pension
24 with the Typographical Union?

25 MR. POTTER: Yes, twenty-two dollars a
26 week. I earned two hundred and ten dollars a week, now
27 I am looking forward to twenty dollars a week.

28 MR. POLLOCK: Don't you get strike bene-
29 fits?

30 MR. POTTER: I do now, sure, but when the



1 strike is terminated --

2 MR. POLLOCK: When will that occur?

3 MR. EARLS: Never, unless we get settle-
4 ment.

5 THE COMMISSIONER: We have had evidence
6 by one party under the scheme, one man is receiving
7 ninety dollars a week, is that so?

8 MR. POTTER: This is true, a strike
9 benefit.

10 THE COMMISSIONER: What about the twenty-
11 two dollars you mentioned?

12 MR. POTTER: I can't qualify for that
13 without giving up the other.

14 THE COMMISSIONER: But you get the
15 ninety some odd dollars?

16 MR. POTTER: Yes.

17 THE COMMISSIONER: Why do you stress
18 twenty-two dollars?

19 MR. EARLS: This is only if a person goes
20 on pension with the International Typographical Union.
21 Mr. Potter is not on pension. If he decides at age 60
22 to go on pension the strike benefit will disappear, and
23 he will go on twenty-two dollars.

24 THE COMMISSIONER: I thought that was
25 what he was getting today.

26 MR. EARLS: Oh, no, it is ninety-three
27 dollars.

28 THE COMMISSIONER: You said you were not
29 working and when I asked you what you were getting you
30 said, "I am getting twenty-two dollars." That means to



1 me you are getting twenty-two dollars a week but you say
2 it doesn't. I want to settle this. My question is
3 simply the matter of interpretation of language used in
4 a certain context. He gives me the impression today he
5 got twenty-two dollars a week, which is not the case.

6 MR. EARLS: No, it isn't.

7 THE COMMISSIONER: It is a question of
8 whether or not there should be any law or rule to protect
9 some interest of this sort of total destruction. That
10 is the object in some respects of this contest, to des-
11 troy. Take competition, isn't that for the purpose of
12 destroying ultimately? What do you compete for, if not
13 to get the business of somebody else.

14 MR. POTTER: Would this be a sad commen-
15 tary on our society? We live in a jungle?

16 THE COMMISSIONER: I quite agree. I am
17 glad you mentioned the word. We are all tarred with the
18 same stick in that respect, and I think this may have
19 some effect in civilizing the human beings, unless inhi-
20 bited, if that is possible.

21 MR. EARLS: The only point -- if I may
22 again repeat on this question, sir -- what I said very
23 early in our submission that there is a distinctive
24 incentive on the employer's part; not our situation,
25 where there is no incentive on us to deplete our work
26 opportunities. I think there is a difference in the two.

27 THE COMMISSIONER: There is, no doubt in
28 some cases that have existed there was that performance,
29 when human beings are filled with hate they want to des-
30 troy and unfortunately sometimes we are too easily



1 provoked. I couldn't be more sympathetic with the
2 tragic thing that has taken place in this city. Some
3 of these things must come back upon us as a sort of
4 Nemesis when we didn't act in good judgment. It is easy
5 to criticize, I quite agree. I wouldn't criticize any-
6 body for any action taken, but the consequences are
7 there. I don't see how you can, except as Mr. Ryder
8 says, you want to enlarge picketing. I would like to
9 see the day picketing is forgotten, for ostensibly they
10 pay no attention in Canada. We are in the early stages
11 of this warfare and we think picketing is the great
12 instigator that generates the hate to hold men together.
13 I think that is the jungle. As Mr. Potter said, it
14 is more like the jungle, but that is a question we cer-
15 tainly have in mind to think about, the secondary pick-
16 eting and the destruction.

17 I think anybody who is sane does not
18 want to see the organization of workers so destroyed.
19 What you really say is small groups should not be des-
20 troyed. The only answer to that is merge with the
21 larger groups and act with greater power, but as I can
22 see each union has declared war against every other
23 union and tried to glorify itself and magnify its own
24 powers by destroying other unions. We have to take
25 these things home as well as away from home. The very
26 fact the destruction of the unions is going on in this
27 country due to the process of raiding.

28 You make the one-sided statements as
29 they fit your case, but they don't further your position
30 or you in other's relations.



1 I don't know how you could pass a law to
2 protect people who won't protect themselves. You know
3 you have to have power. You know these other men, the
4 capital employer, is strongly entrenched. There have
5 been strikes at newspapers and you deliberately attempt
6 to coerce them and they try to coerce you. Now you can
7 see the difficulty of any governmental change interven-
8 ing and taking part. The cry would be, "You are working
9 with the employer," or it could be the employee today
10 and the employer tomorrow. You can have a small indus-
11 try destroyed by a very small union. You have to take
12 these things in the reverse order as well as your own
13 order.

14 MR. EARLS: I realize this, sir, and I
15 firmly believe when I say neither party should be al-
16 lowed to destroy. Possibly there was a miscalculation
17 on our part of the end result of the action we took on
18 July 9th. I don't question that. The problem is be-
19 cause of a miscalculation it does throw out the whole
20 collective bargaining system; something should be con-
21 sidered in that area.

22 MR. POLLOCK: What would happen if you
23 had a free period in the time between July 9th and the
24 time of strike to realize your bargaining position
25 wasn't that strong, and they could replace you in the
26 plant?

27 THE COMMISSIONER: Don't think for a
28 moment I look upon this as a pleasant thing. Nobody who
29 has any intelligent appreciation of your circumstances
30 could be unfeeling, but the difficulty is to handle a



1 situation of that sort. All I can do is to assure you
2 a situation like this will be attempted to be analyzed
3 to see how it can be avoided. You will I am sure ap-
4 preciate the difficulty of any action. I do not know
5 anywhere that any such suggestion has been put into or
6 affected by legislation.

7 MR. EARLS: I don't either.

8 THE COMMISSIONER: Have you anything
9 more? Thank you, gentlemen, you have at least clarified
10 the facts and that is something.

11 MR. EARLS: We thank you for the oppor-
12 tunity. We do appreciate it.

13 ---At 12:20 P.M. the hearing adjourned until 2:15 P.M.

14
15 ---At 2:15 P.M., the hearing resumed.

16 MR. POLLOCK: The Toronto Typographical
17 Union No. 91 of the International Typographical Union.
18 Are you presenting this alone, Mr. McCormack? All I can
19 say to you, as I have to other people appearing before
20 the Commission, our proceedings are extremely informal.
21 We are trying to elicit as much information as possible
22 and we have received your brief in adequate time to read
23 it. This we have done and we have some questions arising
24 out of the brief and some questions arising out of other
25 matters not touched in the brief.

26 In the form your brief follows and the
27 outline of matters provided by you, it answers some of
28 the questions and discusses other aspects not raised in
29 the outline, but coming within the terms of reference.

30 The order of presentation is up to you.



1 We could probably deal with it in the order of the
2 questions, or you can present it in any manner you want
3 and make any remarks you feel free to do so.

4 MR. McCORMACK: Thank you, I appreciate
5 the informality. I am not a lawyer. I will do my best
6 to bring out the facts of the case. I tried to follow
7 your drafted outline of questions.

8 The first part of course is general. I
9 tried to answer those questions as I saw them. The lat-
10 ter part of course I dealt specifically with the Toronto
11 Newspaper dispute, and I have no prepared synopsis of
12 my submission.

13 I would like to stress the fact I have
14 been president of this local for ten years, elected by
15 the membership every two years. It is a democratic
16 union with a referendum vote of all members.

17 I was also Chairman of the Negotiating
18 Committee for several years for several contracts, and
19 also Chairman of our committee in this unhappy case,
20 which resulted in the lockout, or strike, as you are
21 prepared to call it.

22 I want to re-emphasize --

23 MR. POLLOCK: You were Chairman of the
24 Negotiating Committee?

25 MR. McCORMACK: Yes, of Toronto Inter-
26 national Typographical Union No. 91. We did our nego-
27 tiating in concert with the three other unions in the
28 printing industry, namely our sister unions, the Mailers,
29 the International Pressmen, and the Stereotypers and
30 Electrotypers Union. We negotiated on basic economics



1 together. That is wages, hours, et cetera, but each
2 union negotiates its so-called fringe conditions separ-
3 ately. For instance, the Pressmen have different fringe
4 problems than the Typesetters, and it took that pattern.
5 We came to a tentative agreement about September, 1963,
6 with the other unions about the same time.

7 THE COMMISSIONER: Was that three, or
8 four or five?

9 MR. McCORMACK: Four unions all told,
10 Your Honour, including our own. Four separate craft
11 unions, two of them affiliates with the International
12 Typographical Union, namely the Typographers and the
13 Mailers, which is also in the International Typographical
14 Union, and I would like to stress this point because we
15 negotiated successfully with these publishers for seven-
16 ty-five years without a strike or lockout. The policy
17 is well known, not only to the publishers but the mem-
18 bers of the union. When a local negotiating committee
19 comes to a tentative agreement with the publisher's
20 representatives, that tentative agreement has to go to
21 our contract bureau for approval, or suggestions that
22 must be changed.

23 MR. POLLOCK: We run into this difficulty
24 when we use pronouns. Sometimes you speak about the
25 International and sometimes about the local union. So
26 I take it from the earlier testimony the contract depart-
27 ment is of the International Union, rather than the
28 Local Union?

29 MR. McCORMACK: That is correct, it is
30 called the Bureau of Contracts at Colorado Springs,



1 Colorado. The purpose of submitting the tentative agree-
2 ment to the International, and this is accepted by the
3 members of the International Typographical Union both
4 in Canada and the United States, the laws are democrat-
5 ically arrived at by convention, or change of the con-
6 stitution by referendum vote of the membership.

7 The purpose of sending the tentative
8 agreement to the Contract Department -- it is not their
9 function whether you settle for five dollars or fifty
10 dollars a week in gross, but we have certain basic
11 laws and policies and a certain floor of standards
12 below which a union cannot go. We negotiated the five-
13 day week in 1937, much ahead of most of industry in
14 this country. It is the policy of the International
15 Typographical Union local unions could not go back to
16 the six-day week to come to an example.

17 MR. POLLOCK: You have certain standard
18 conditions that you cannot alter by negotiation?

19 MR. McCORMACK: That is right, you can't
20 go below this and that is the purpose of it. We sub-
21 mitted a tentative agreement around September, 1963,
22 and it came back from the Contract Department with four
23 changes suggested, and when I concluded the negotiating
24 session with the employers, and I have negotiated quite
25 a few, as we are composite, two-thirds are still in the
26 commercial industry in this city -- when we conclude the
27 tentative agreement I always tell the employers and they
28 know this, it must be submitted and if any changes are
29 suggested I would be back to see them.

30 This happened in newspaper negotiations



1 in September, 1963. The Contract Department sent a let-
2 ter back suggesting four changes, three minor small
3 grammatical or spelling errors, and the publishers agreed
4 readily. The fourth point, we were accepting automated
5 conditions that would actually do some of our work.
6 The one outstanding point was the Toronto Stock Exchange,
7 which was put in a computer basically to supply the
8 brokers with up to date information on the market, but
9 a side project of the computer was it was able to trans-
10 mit perforated tape which could be put into an automatic
11 line casting machine to produce type.

12 For years and years the linotype oper-
13 ators set the stock tables in the daily papers. However,
14 we agreed to this acceptance of automation doing some
15 of our work, but the suggestion was it must go over
16 the Canadian Press wire, rather than some other wire
17 like the Stock Exchange, and the Toronto publisher
18 said it would take two or three weeks and they would
19 try to make arrangements with Canadian Press, which
20 they own, and also the Bell Telephone Company.

21 MR. POLLOCK: Does the Canadian Press
22 use the tape now?

23 MR. McCORMACK: Yes, they do.

24 MR. POLLOCK: How long have they been
25 using it?

26 MR. McCORMACK: I think -- I was in the
27 Canadian Press -- I am guessing at least ten years ago
28 they were transmitting. The telegraphists were sending
29 out stories to the Thompson chain and the small dailies
30 used it a lot.



1 MR. POLLOCK: Had it been used in Toronto
2 newspapers?

3 MR. McCORMACK: No, this was the first
4 acceptance of automation regarding typesetting.

5 MR. POLLOCK: The Toronto newspapers did
6 not have the machines to take the material, relay the
7 material and transform it?

8 MR. McCORMACK: They were in a transition
9 stage when they forced us out on July 9th.

10 MR. POLLOCK: All right, sir, I wanted
11 to clarify that.

12 MR. McCORMACK: So in the intervening
13 two or three weeks when the employers had agreed to set
14 up the necessary arrangements to have the tape cut
15 through the Canadian Press wire, the local union pre-
16 cipitated the dispute that they should have had a con-
17 tract at that time.

18 I want to give the lie to statements
19 spread across the city that the International in Color-
20 ado Springs pushed everything before it.

21 The local union got into a dispute with
22 the employers --

23 MR. POLLOCK: On mat reproduction?

24 MR. McCORMACK: One of the conditions
25 in dispute you have all heard of they proceeded to get
26 into conciliation and raised certain issues in the
27 jurisdictional area, including computers in our juris-
28 diction. So I am merely pointing out the contract was
29 available to the local union, approved by the Inter-
30 national Typographical Union with the four changes, and



1 it was a fight that developed between the local union
2 and the publisher.

3 MR. POLLOCK: Did this original contract
4 have anything to do with the mat ad reproduction, or
5 the computer issue?

6 MR. McCORMACK: The original contract
7 did not specify the computer per se, it said "All compos-
8 ing room work, whether done by computer, linotype or
9 hand set."

10 MR. POLLOCK: How did the issue arise?

11 MR. McCORMACK: Because, when we came
12 before the conciliation officer, before Judge Anderson--

13 MR. POLLOCK: Before you get to that
14 stage you have a contract that has been approved in
15 substance, and obviously presented and negotiated by
16 the company and the union, and it goes to Colorado
17 Springs and comes back approved, with a few changes.
18 Now with those changes weren't the Union happy?

19 MR. McCORMACK: No, that is what I
20 am saying. Then in the subsequent weeks of trying to
21 arrange the wire service the local union got into a
22 dispute. We set up the grounds for arbitration on
23 the reproduction clause and we also then went to
24 conciliation over it. We went before the conciliation
25 officer and he of course always delays. The matter
26 remained in dispute.

27 MR. POLLOCK: You opened some new
28 areas?

29 MR. McCORMACK: That is right, that
30 is what happened.



1 THE COMMISSIONER: Was this one of the
2 four suggestions that were made?

3 MR. McCORMACK: Was which, Your Honour?

4 THE COMMISSIONER: The automation, the
5 conveyance of that type by machinery?

6 MR. McCORMACK: No, actually at that
7 stage on the approval of the tentative agreement we were
8 prepared to accept the tape coming from the Toronto
9 Stock Exchange, provided it came over the Canadian
10 Press wire.

11 THE COMMISSIONER: Was that one of the
12 four suggested changes?

13 MR. McCORMACK: Yes, it was.

14 THE COMMISSIONER: How was it in the
15 original contract?

16 MR. McCORMACK: It was not in the
17 original contract.

18 THE COMMISSIONER: This is something
19 the Colorado Springs suggested be added to the existing,
20 the provisional contract?

21 MR. McCORMACK: I am sorry, I don't
22 quite understand your question. We had agreed to
23 accept a certain amount of type coming over the wire.
24 In the tentative agreement with the publishers, Colorado
25 Springs, the only suggestion they made, it was up to us
26 whether we accepted it, it must come over a regular list
27 wire service, namely the Canadian Press, and that was
28 what we were trying to arrive at.

29 MR. POLLOCK: And there was no difficulty
30 as far as that was concerned. The publishers had agreed



1 to try and make these arrangements, is that correct?

2 MR. McCORMACK: Correct.

3 MR. POLLOCK: And during the period of
4 time the publishers were trying to make the arrangements,
5 somebody thought of some other issue?

6 MR. McCORMACK: That is right.

7 THE COMMISSIONER: That had not been
8 included in the first draft of the agreement?

9 MR. McCORMACK: That is right.

10 THE COMMISSIONER: Who suggested that,
11 the local?

12 MR. McCORMACK: Members of the Negot-
13 iating Committee. I had a six-man negotiating commit-
14 tee, I as Chairman with two elected from each of the
15 three newspapers composed the Negotiating Committee.

16 THE COMMISSIONER: These new items are
17 not included in the four mentioned by Colorado Springs?

18 MR. McCORMACK: No, like a snowball it
19 grew and it got into conciliation.

20 THE COMMISSIONER: This was before
21 conciliation. You suggested it before and you took
22 conciliation after they had been brought into the open?

23 MR. POLLOCK: To use the vernacular,
24 you opened a can of worms.

25 MR. McCORMACK: Yes.

26 MR. POLLOCK: At that stage what were
27 the issues that opened up? You mentioned mat ad repro-
28 duction. You mentioned jurisdiction over the computer.
29 Obviously I suppose from your resort to conciliation
30 you weren't successful in convincing the publishers of



1 the merit of your proposition?

2 MR. McCORMACK: No, there were quite a
3 number of items unresolved even by the Conciliation
4 Board. I have not quoted the concluding sentence
5 of Judge Anderson's report apparently issued in May,
6 1964, where he said in his report:

7 "Both parties seem anxious to have
8 an agreement and he suggested on
9 receipt of the Conciliation Board
10 Report from the Minister of Labour
11 both parties should immediately sit
12 down and continue negotiations,"
13 which we did.

14 THE COMMISSIONER: You introduced the
15 new factors into the contract and the company said,
16 "If you introduce these factors we will talk other
17 matters?"

18 MR. McCORMACK: Not really, they con-
19 tinued to try and resolve issues. In fact we were
20 meeting up and including July the 9th.

21 THE COMMISSIONER: What had not been
22 resolved at the time you went on strike? Some of these
23 four, or were they the result of the four suggested?

24 MR. McCORMACK: Now we come to the
25 stage where before the precipitous action of July 9th
26 all issues in dispute had been resolved, with the one
27 exception of the computer. In fact I presided at a
28 meeting and it must have been towards the end of June,
29 where we settled six issues with the employers; the
30 reproduction clause, amount of tape to be accepted, the



1 amount even to reset the reproduction in dispute and
2 there was a question whether the language covered it.
3 The only issue not resolved was the computer issue.

4 THE COMMISSIONER: That was bringing
5 the tape over the Canadian Press?

6 MR. McCORMACK: No, this was a more
7 detailed language on what would be covered as far as
8 the Typographical Union was concerned with the intro-
9 duction of computers.

10 MR. POLLOCK: Who had jurisdiction over
11 the black box?

12 MR. McCORMACK: The basic issue was
13 the employers were prepared to give us from the outset,
14 that is the input and the output, coming into the com-
15 posing room to produce type. The main dispute concen-
16 trated over the maintenance of the computer and pro-
17 gramming the computer for composing room work. We
18 were not planning it for all the work. The Star
19 has Data Processing Centre so we went to the I.B.M.,
20 and studied a little bit about computers. We were
21 only claiming it when it did composing room work.

22 MR. POLLOCK: Can you break down the
23 computer's operation when it is doing composing room
24 work?

25 MR. McCORMACK: You probably know more
26 than I do the latest developments. The No. 360, they
27 work in fractions of a second. It becomes more dif-
28 ficult but there is programming necessary. You have
29 to programme it for typesetting.

30 THE COMMISSIONER: What do you mean by



1 programming in this sense?

2 MR. McCORMACK: I am not an expert, but
3 every computer has to have a built-in programme
4 whether for mats or typesetting.

5 THE COMMISSIONER: What do you mean
6 by the word "programme"?

7 MR. McCORMACK: There are certain sym-
8 bols they feed into the computer to do certain operation

9 MR. POLLOCK: You have to feed in cer-
10 tain data. You only get out what you feed in and the
11 computer keeps it in a memory bank.

12 THE COMMISSIONER: You negotiated it,
13 what did you understand then by the word, "programme?"

14 MR. McCORMACK: I didn't understand
15 too much because I have not taken a course in com-
16 puters.

17 THE COMMISSIONER: Neither have I, I
18 am not anxious to get the scientific conception but
19 the word "programme" what does it mean?

20 MR. McCORMACK: To me, as a layman, it
21 means you have to draft up certain operations you want
22 the computer to do. They have certain technical
23 language I am not familiar with and then they have
24 certain figures they feed in. It is called a pro-
25 gramme.

26 THE COMMISSIONER: How is it shown?
27 Is it the order of business or the style of business?

28 MR. McCORMACK: I imagine relating it
29 to typesetting it would be the style of typesetting,
30 if for instance one of the newspapers wanted the first



1 paragraph in every article indented or in bold face,
2 you would have to change the symbols to produce bold
3 face.

4 THE COMMISSIONER: That is what I
5 have in mind. It would bring out by means of putting
6 in some covering information. It would give you the
7 finished product in relation to its appearance in
8 paragraph or size of type, or anything of that sort.
9 Is that roughly a conception of it?

10 MR. McCORMACK: I would say so, yes.

11 MR. POLLOCK: This programming as I
12 understand it is a separate trade, skill or profession
13 or whatever you want to call it these days. Reading
14 the newspapers they advertise for programmers. It
15 is something different, it is not a typist's ability.
16 It is an ability to understand the operation of the
17 machines and the symbols and the order you put them
18 in to design something to get the maximum use of the
19 machine. You wanted the person who did that job to
20 be a member of the International Typographical Union,
21 is that correct?

22 MR. McCORMACK: Yes, and in our school
23 in Colorado Springs, one of the finest new process
24 centres in the world on printing techniques, we now
25 have a course down there -- a course on computers and
26 typesetting. Our members can go there and take ad-
27 vantage of the courses.

28 MR. POLLOCK: Would there be any dif-
29 ficulty, as far as other unions are concerned, to the
30 jurisdiction if they wanted this computer?



1 MR. McCORMACK: No, actually, ironically
2 there wasn't. The Guild was the other union closely
3 associated with it and they made a public statement in
4 agreement with us, that we were not claiming in the Data
5 Processing Centre to do any of their work. We were
6 only interested in the typesetting part.

7 MR. POLLOCK: As a practical matter, the
8 person doing the programming on the computer, he can
9 do all these things once he understands the system.
10 You can programme for mats and programme for advertis-
11 ing, spacing and all kinds of things. This is the
12 technique of programming, isn't it?

13 MR. McCORMACK: Yes, to programme
14 the typesetting some knowledge of what is involved
15 in typesetting would be helpful.

16 MR. POLLOCK: I suppose the same in
17 mats?

18 THE COMMISSIONER: How many men would
19 be employed in programming in one of the newspapers?

20 MR. McCORMACK: I would think very few.

21 THE COMMISSIONER: How many?

22 MR. McCORMACK: Two or three.

23 THE COMMISSIONER: Then the quarrel
24 was over six or nine men, or six or nine jobs?

25 MR. McCORMACK: Reducing it.

26 THE COMMISSIONER: You wanted to have
27 six or nine of your union men do that work?

28 MR. McCORMACK: Yes, but to enlarge
29 on my answer, Your Honour, there is more of a principle
30 involved than the number of situations concerned.



1 THE COMMISSIONER: What is the principle?

2 MR. McCORMACK: The principle is this,
3 that any union faced with the automation with all its
4 ability to do what for sixty or seventy years was done
5 by skilled linotype operators -- when a machine comes
6 out that can produce as well and more than the manual
7 operator can, it is important to the craft union to
8 get control of the functions to parallel their work.

9 THE COMMISSIONER: That is the quarrel
10 you were fighting, over nine positions?

11 MR. POLLOCK: And the company, the
12 publishers were unalterably opposed to your recom-
13 mendation on the jurisdiction of the computer?

14 MR. McCORMACK: Yes, although later,
15 and then this goes on where we had continued to
16 negotiate under the Aegis of the Ontario Department
17 of Labour, the Honourable Mr. Rowntree was Minister,
18 and Dr. Louis Fine was the chief mediator. We con-
19 tinued to negotiate up until into August when we actu-
20 ally came to agreement on the computer language.

21 MR. POLLOCK: August of 1963 or 1964?

22 MR. McCORMACK: 1964, after the strike.
23 But then the very day we finally agreed to the language
24 on the computer, in August of 1964, the employer
25 said "Oh, but we have several other items in dispute."

26 Now even though they tentatively agreed
27 to all this, they gave us a list which when you broke
28 it down into contract clauses, amounted to changing
29 twenty-one or twenty-two different clauses in the
30 contract.



1 MR. POLLOCK: Were there objections to
2 your view on the computer based on economics or principle?

3 MR. McCORMACK: I am a fair-minded man
4 and I try to be honest with my conscience and myself.
5 I would say their main argument on the computer was
6 this, the great computers they were bringing in and
7 greater ones to come, much along the lines you sug-
8 gested, Mr. Pollock, it would be almost impossible to
9 maintain and programme them. It would be done by ex-
10 perts from I.B.M. That was their basic argument.

11 MR. POLLOCK: I see, then you agreed
12 on the language. What was the nature of the language?
13 I don't want to use the term "win" or "lose", did they
14 agree you would have jurisdiction over the computers?

15 MR. McCORMACK: Yes, they came a long
16 way toward meeting the area in the centre.

17 THE COMMISSIONER: Did they go all the
18 way? What do you mean "a long way?"

19 MR. McCORMACK: I don't think I have
20 the language with me and it is very involved. We spent
21 hours and hours and days and days on every clause.

22 THE COMMISSIONER: Whether those nine
23 men would belong to your union or not, what was the
24 result of that controversy? Did they agree the nine
25 programmers would be men who would belong to your union?

26 MR. McCORMACK: Yes, but not all pro-
27 grammers. They would also be operated in the Data Pro-
28 cessing Centre when switching on and off the programme.

29 THE COMMISSIONER: This programme only
30 takes a part of their day?



1 MR. McCORMACK: Yes, I don't know how
2 much.

3 THE COMMISSIONER: The other work they
4 did was automatically done by members of the union?

5 MR. McCORMACK: Yes.

6 THE COMMISSIONER: So it was the expan-
7 sion of that to this programme?

8 MR. POLLOCK: I suppose their position
9 was we will give you this one but the price we ask is
10 changes in the rest of the contract.

11 MR. McCORMACK: I don't think that was
12 their motives, Mr. Pollock, I think it was the fact we
13 were on the street from July 9th, and they were oper-
14 ating their papers not as well as when we were in, but
15 they were getting them out with strike breakers assis-
16 tance, with office personnel and other trades continuing
17 to cross the picket line. So they set down the price.

18 MR. POLLOCK: They realized you weren't
19 as strong as you said you were?

20 MR. McCORMACK: I imagine they came to
21 that conclusion.

22 MR. POLLOCK: That really opened the
23 whole thing?

24 MR. McCORMACK: Yes.

25 MR. POLLOCK: What happened after that
26 stage?

27 THE COMMISSIONER: Just before -- why
28 did you go on strike in the midst of the negotiation?

29 MR. McCORMACK: Because on July 2nd,
30 1964, the employers posted that notice on the board --



1 this is the one from the Telegram but appeared identically
2 on all three newspapers, even though separate companies
3 -- this time they were working in concert to the last
4 comma.

5 MR. POLLOCK: They appreciated there
6 was strength in unity.

7 MR. McCORMACK: Yes, on July 2nd they
8 posted this notice on all three composing room boards,
9 as of July 9th -- what I call a unilateral ultimatum --
10 they would put these conditions in.

11 THE COMMISSIONER: Were those the items
12 they had demanded in the negotiations?

13 MR. McCORMACK: No, these were items
14 tentatively agreed to in the negotiations but before
15 we could clear it with our contract department, before
16 we could take it back to the members who had been
17 working without a contract since 1962, in December
18 31st, they said they would put the conditions in, con-
19 trary to all concepts of the democratic union where
20 the members have to vote whether or not they will
21 accept.

22 MR. POLLOCK: How much time did you
23 have to get it to the Contract Department?

24 MR. McCORMACK: We had no time. They
25 said they would enforce the conditions regardless. They
26 put it up on July 2nd and gave us notice, and gave us
27 a seven-day ultimatum that on July 9th they would force
28 the issue.

29 THE COMMISSIONER: What do they cover?

30 MR. McCORMACK: 1, wages and hours of



1 the three shifts. 2, teletype spare key. The language
2 provides for outside teletypers setting tape. 3,
3 vacation of four weeks after eighteen years. 4, mat
4 reproduction. 5, learners on machines, they list sev-
5 eral things. 6, job security. 7, computers.

6 This was the only matter not agreed
7 upon in bargaining, that when computers are introduced
8 they will be operating in accordance with the union's
9 negotiating committee, and the committee before con-
10 ciliation board negotiations for settlements of this
11 issue will be continued.

12 THE COMMISSIONER: Did the negotiations
13 continue?

14 MR. McCORMACK: Yes, but on July 9th
15 after the noon editions were on the street, the Telegram
16 and the Star instructed their foremen to give our men
17 this tape to handle, which had not been agreed to as
18 a contract with the union. We hadn't been given an
19 opportunity to vote on it, and they fired the first
20 four or five men who refused to take the illegal in-
21 structions.

22 MR. POLLOCK: The terms were agreed to
23 by the negotiating committee tentatively?

24 MR. McCORMACK: A tentative agreement
25 with the exception of the computers.

26 MR. POLLOCK: And they left that open?

27 MR. McCORMACK: Yes.

28 MR. POLLOCK: And whatever we worked out
29 the jurisdiction will apply to the rest of the terms
30 in dispute, as to wages and vacations and mat ads. Those



1 were all a settled sort of thing.

2 MR. McCORMACK: Only one point you are
3 missing on the computer. They were going to put in the
4 conditions suggested by the Conciliation Board, but not
5 agreed to. They were going to put in the conditions
6 and talk further.

7 THE COMMISSIONER: Did you ultimately
8 agree to it?

9 MR. McCORMACK: No, there were changes
10 in the subsequent language.

11 MR. POLLOCK: But that could have been
12 negotiated had you gone along? This is hindsight. Had
13 you gone along with the system and done that as it was
14 implemented the whole matter would have been settled
15 by negotiation?

16 MR. McCORMACK: I would think so, ul-
17 timately, we had negotiated for twenty-two months with-
18 out a contract.

19 MR. POLLOCK: Did you do anything in
20 the seven days to get the other parts ratified?

21 MR. McCORMACK: No, when they gave us
22 the ultimatum on July 2nd we pleaded with them to with-
23 draw it. It was contrary to all bargaining policy down
24 through the years. They knew it and we knew it. The
25 local negotiating committee said, "We will take this
26 part back to the membership and recommend they accept
27 and we will continue to negotiate on the one issue,
28 the computer", but despite that offer they forced the
29 ultimatum and fired people for not handling the outside
30 tapes.



1 MR. POLLOCK: Was there any increase in
2 wages?

3 MR. McCORMACK: Yes, it involved an
4 increase in wages.

5 MR. POLLOCK: So people working during
6 this period of time would have gotten additional money?

7 MR. McCORMACK: Surely.

8 THE COMMISSIONER: What was it that was
9 involved that led to the dismissal?

10 MR. McCORMACK: On July 9th, as they
11 stated in their ultimatum, the foreman in the department
12 came to certain employees in the paper and told them to
13 handle this outside tape.

14 THE COMMISSIONER: That is within the
15 terms of one of the provisions is it?

16 MR. McCORMACK: No, the computer issue
17 was not resolved.

18 THE COMMISSIONER: This is in accordance
19 with the computer arrangement they had set forth in
20 that notice?

21 MR. McCORMACK: Yes, the tape goes from
22 the computer and when the men refused, and rightly so
23 according to my knowledge of trade unions, neither the
24 employer or union can change the terms of a contract
25 while still negotiating. Our union is very strict, they
26 won't let us change it. In fact in our contract we
27 said the conditions will continue as long as we negotiate
28 for a new contract.

29 THE COMMISSIONER: You raise the question
30 of dismissal as a complaint?



1 MR. McCORMACK: It is pretty hard. I
2 considered that if just one man was fired, yes, you
3 could have a grievance and go through arbitration, but
4 when the foreman comes down the line and fires John Doe
5 and Joe Brown who also refuses, you don't know how far
6 they will go.

7 THE COMMISSIONER: I suppose he went as
8 far as he wanted when he dismissed those.

9 MR. McCORMACK: He might have.

10 THE COMMISSIONER: But he didn't and
11 that was within a week.

12 MR. McCORMACK: It was on the 9th.

13 THE COMMISSIONER: He finished his dis-
14 missals, didn't he?

15 MR. McCORMACK: We were never sure of
16 that.

17 THE COMMISSIONER: He didn't do it at
18 the same time he dismissed the five?

19 MR. McCORMACK: Yes.

20 THE COMMISSIONER: And then apparently
21 stopped?

22 MR. McCORMACK: Yes.

23 THE COMMISSIONER: And you walked out?

24 MR. McCORMACK: Right. Well, I don't
25 know I have too much more, I just wanted --

26 MR. POLLOCK: Some things occurred after
27 that happened, the strike commenced?

28 MR. McCORMACK: Yes.

29 MR. POLLOCK: That was in July?

30 MR. McCORMACK: July 9th.



1 MR. POLLOCK: And you had some negot-
2 iations subsequent to that?

3 MR. McCORMACK: We had a meeting sched-
4 uled to meet the employers at 2:00 o'clock in the Lord
5 Simcoe, and by that time at noon the issue had arisen
6 and they swept us aside. The three chief negotiators,
7 Mr. Thall of the Star, Mr. Perigoe and Mr. Richards from
8 the Globe and Mail. They said, "We have better things
9 to do, we will go back to the plant."

10 MR. POLLOCK: The men were on strike
11 at that time?

12 MR. McCORMACK: Yes, or walked out.

13 MR. POLLOCK: So you had -- after that
14 initial stage there was some negotiation went on and
15 eventually went to conciliation?

16 MR. McCORMACK: No, we continued to
17 meet with Mr. Louis Fine as a mediator to settle it.

18 MR. POLLOCK: I see, the conciliation
19 procedures had been completed?

20 MR. McCORMACK: The report was issued
21 I think on May 7th, seven days after that we had Judge
22 Anderson's report that either party were free under
23 Ontario law.

24 MR. POLLOCK: Either party was free to
25 alter the terms and conditions under Section 59 of the
26 Labour Relations Act?

27 MR. McCORMACK: Right, and we continued
28 to meet. In fact when this ultimatum of July 2nd was
29 posted, the Honourable Mr. Rowntree sent a wire to my-
30 self, as President of the Union, and the three publishers



1 not to take precipitant action and I contend the publi-
2 shers took the precipitant action.

3 MR. POLLOCK: How did you eventually
4 come to some agreement on the computer language?

5 MR. McCORMACK: By many hours of struggle
6 at the Labour Department office on York Street, about
7 August the 24th, I think it was.

8 MR. POLLOCK: And at that stage the
9 company had some other ideas?

10 MR. McCORMACK: Yes, they said first of
11 all -- they told us orally they were changing some
12 sections, and from memory I think about nine or ten or
13 so, but the effect of their changed position was that it
14 opened up twenty-one sections in the already agreed-to
15 contract.

16 MR. POLLOCK: What happened at that
17 stage?

18 MR. McCORMACK: Somewhere along the line,
19 going by memory, I recall an offer. There was a question
20 of no more feather-bedding for this position and they
21 want supervisory personnel to be not members of the union,
22 and for this they guaranteed nobody in the present
23 bargaining unit will be displaced by automation.

24 MR. POLLOCK: That occurred some time, or
25 is reported to have occurred --

26 MR. McCORMACK: I have an item here,
27 Employers Proposal 4:30 P.M., July 29th, 1964. It is
28 not signed or anything. It is a mimeographed proposal
29 but take my word it is authentic. Further changes re-
30 quired in line with employers of July 13th, 1964, so



1 apparently on July 13th they orally said to us there
2 would be some more changes required, and this was the
3 first mimeographed two pages which they submitted to us
4 as further changes. Can I submit that as evidence?

5 MR. POLLOCK: Yes, both of them. This
6 notice of July 2nd, 1964, will be Exhibit "1".

7 EXHIBIT "1": Notice of July 2nd, 1964,
8 filed.

9 MR. POLLOCK: And Employers proposals of
10 July 29th, 1964, will be Exhibit "2".

11 EXHIBIT "2": Employers Proposals of
12 July 29th, 1964, filed.

13 MR. POLLOCK: So you knew at that time
14 there was going to be some other changes, prior to Au-
15 gust when you were negotiating the computers, you knew
16 there would be further changes?

17 MR. McCORMACK: We surely did, and we
18 told them they were reneging on what they already agreed
19 to.

20 THE COMMISSIONER: You ultimately accep-
21 ted it, did you?

22 MR. McCORMACK: No, there was no --

23 THE COMMISSIONER: Have any of these
24 items been left out of the contract or included ultim-
25 ately?

26 MR. McCORMACK: No.

27 MR. POLLOCK: There isn't any contract?

28 THE COMMISSIONER: I mean when you agreed,
29 when you came to an agreement on the programme?

30 MR. McCORMACK: Then the employers in-
introduced all the items on that exhibit, which we were



1 never able to resolve because they were changed from a
2 union operation to a completely open shop operation.

3 THE COMMISSIONER: I see, these final
4 suggestions were irreconcilable?

5 MR. McCORMACK: They weren't just sug-
6 gestions, they said, "This is the price you pay. You
7 have to agree to this." The next logical step was on
8 August 24th and the employers never came face to face
9 with us. I think for decades we met them on first name
10 basis but they sat in another room with Dr. Fine as go
11 between, and on August 24th they presented this in terms
12 of settlement, which was an ultimatum to the unions. It
13 was an ultimatum that this is the kind of contract you
14 can have and if you don't take it and I quote Mr. Fine
15 and Mr. Bassett, "that is it."

16 MR. POLLOCK: Employers proposals of
17 August 24th will be Exhibit "3".

18 EXHIBIT "3": Employers Proposals dated
August 24th, filed.

19 THE COMMISSIONER: Had you had a strike
20 with these three before?

21 MR. McCORMACK: No, never for seventy-
22 five years. They weren't expecting a strike.

23 THE COMMISSIONER: Neither were you.

24 MR. McCORMACK: No, we weren't prepared,
25 nor did we expect one. Maybe we are naive. It is hon-
26 estly ironical the Toronto Star started out of a strike
27 with printers.

28 THE COMMISSIONER: What year was that?

29 MR. McCORMACK: I don't know, it must
30 have been seventy-five years ago, because the striking



1 printers started the Toronto Star as the "Ontario Working-
2 man" and Mr. Atkinson bought the paper with Liberal money.

3 THE COMMISSIONER: In view of the his-
4 tory of no strikes in seventy-five years, you still do
5 not think your action was precipitous?

6 MR. McCORMACK: I don't. On that note
7 I would like to introduce another exhibit, if I may,
8 which is a copy of a little sheet put out called "The
9 Digest of Business and Law Journal." Maybe Mr. Pollock
10 is familiar with it, and there is an interesting article
11 on the front page where speaking of management they say,
12 "This is a classic example of how the publishers pre-
13 pared to take on the union were very successful." They
14 are pointing out to business that if you want to wreck
15 a union you better prepare properly for it.

16 MR. POLLOCK: This will be Exhibit "4".

17 EXHIBIT "4": Copy of "Digest of Business
and Law Journal", filed.

18 MR. POLLOCK: Going back to Exhibit "3",
19 which is the August 24th, 1964, proposal, which seems to
20 be the one I was referring to earlier where there is a
21 lifetime guarantee and other procedures such as re-
22 installment of all the striking employees. No. 2, the
23 wage rates I take it are the ones negotiated. No. 3 I
24 take it is the same as negotiated. No. 4 is the ques-
25 tion of the union security and it appears to be a sub-
26 stitution for the closed shop by a Rand formula shop,
27 is that right?

28 MR. McCORMACK: I think that is basic-
29 ally it.

30 MR. POLLOCK: Then No. 5, foremen



1 and assistant foremen are to be members of -- are not to
2 be members of the union.

3 MR. McCORMACK: Yes, that was a retro-
4 gressive step.

5 MR. POLLOCK: This is the only situation
6 of which I am aware where foremen are members of the
7 union, supervisory personnel and foremen, isn't that
8 correct?

9 MR. McCORMACK: This is unique with the
10 Typographical Union, the Toronto Typographical Union was
11 formed in 1844, long before many unions in this country.
12 The International Typographical Union was founded in
13 1852 and it was traditional in the old craft unions in
14 the old days of printers, the foreman who was a printer
15 was a member of the organization.

16 MR. POLLOCK: No. 6, mat ad reproduction
17 appears to provide for the setting of all the material
18 accumulated up until December 31st, 1964, and after
19 that date no more reproductions.

20 MR. McCORMACK: The elimination of it.

21 MR. POLLOCK: No more feather-bedding,
22 if you can use that term.

23 MR. McCORMACK: You can use feather-bird,
24 they call the key pilot in the plane a feather-bird.

25 MR. POLLOCK: No. 7 is entitled, "Joint
26 Standing clause." I don't understand what that is, but
27 is that of any significance? It says for the Telegram
28 only, change last sentence to same as Globe and Mail.

29 MR. McCORMACK: Yes, bringing the con-
30 tracts into line in minor differences.



1 MR. POLLOCK: No. 8, the Mailers picket
2 line. To obtain industrial peace the unions shall pro-
3 vide a letter to the employers that Section 1001-A in
4 the actual brief shall not be applicable during this
5 agreement. What is that?

6 MR. McCORMACK: 1001-A -- there were
7 reams of actual briefs. I shall see if I can find it
8 here. It reads: "No employee covered by this agreement
9 shall be required to cross a picket line established by
10 authorized strike or lockout." We had a reciprocal
11 clause with our sister unions, the Mailers, they wanted
12 us to drop.

13 MR. POLLOCK: Start-up procedures. Is
14 there any recollection as to dispute on that question?

15 MR. McCORMACK: What does it say?

16 MR. POLLOCK: Because of the necessity
17 of continuity of operation the employers may establish
18 the number of employees returning to work, but all reg-
19 ular employees shall be reinstated in one month. There
20 was no problem?

21 MR. McCORMACK: It gave them a month to
22 bring them back in what ever order they wanted to.

23 MR. POLLOCK: No. 10 was a lifetime
24 guarantee for a journeyman holding a regular situation
25 on the 1st of July, 1964, and that the employer shall
26 be free to introduce new types of equipment without let
27 or hindrance. What did you object to in those circum-
28 stances?

29 MR. McCORMACK: We took the proposal
30 back to a mass meeting in the King Edward Hotel,



1 presented it to our membership with the conditions laid
2 down by the publishers. This was it, take it or leave
3 it. They turned it down overwhelmingly. They wouldn't
4 touch it with a forty-foot pole.

5 MR. POLLOCK: Was there a representative
6 of the International there?

7 MR. McCORMACK: No, the local committee
8 was myself as President and I was elected Chairman, and
9 two employees of each of the three papers elected by
10 the workers in those shops.

11 MR. POLLOCK: Is there an International
12 representative residing in Toronto?

13 MR. McCORMACK: No, we have three Can-
14 adian representatives in Canada. Mr. Calhoun on the
15 West Coast in British Columbia, Mr. Whiteside in Ottawa
16 and Mr. Hurley, I think, in Sackville.

17 MR. POLLOCK: Were any of these people
18 here during the time?

19 MR. McCORMACK: Yes, I want to make it
20 clear to you an International representative is only
21 assigned by the International President at the request
22 of the local union, and we did request and were supplied
23 with the representative.

24 MR. POLLOCK: I don't worry about the
25 machinery, I just wanted to know if somebody from the
26 International was here.

27 MR. McCORMACK: Yes, there was.

28 MR. POLLOCK: As far as the interests
29 of the employees were concerned, the persons of the
30 employees working in those plants, their interests were



1 probably protected by this type of thing. Their par-
2 ticular economic position, they weren't going to be
3 discharged. They weren't going to be displaced. The
4 only question at issue was the functional security of
5 the union, the entity of the union, they would eventually
6 by attrition, lose some membership?

7 MR. McCORMACK: I would say it went
8 beyond that. You will notice not only foremen but assis-
9 tant foremen, head machinists and so on, they were re-
10 verting to open shop conditions.

11 MR. POLLOCK: The Rand formula. They
12 would have to pay the dues, wouldn't they?

13 MR. McCORMACK: Not if outside the bar-
14 gaining agent, that doesn't apply in the Rand formula to
15 my knowledge.

16 THE COMMISSIONER: It applies to all
17 persons in a union. The foreman and supervisory per-
18 sonnel are excluded from the union in the normal indus-
19 trial situation.

20 MR. McCORMACK: That is right.

21 THE COMMISSIONER: But as far as the
22 man working on a job, he would be in a better economic
23 condition as far as raises are concerned as could the
24 closed shop.

25 MR. McCORMACK: Yes, but another big
26 hole in the book is the section that says they can
27 bring in any type of new equipment, and process, and
28 one could find oneself in a relatively short time with
29 no control over the situation whatsoever.

30 MR. POLLOCK: But they wouldn't displace



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1 any employees as of July 1st.

2 MR. McCORMACK: No, it is the attrition
3 question.

4 MR. POLLOCK: Where the union would even-
5 tually lose strength because of the people eventually
6 replaced by machines, with one man here and there, and
7 you want to keep the size of the union relatively con-
8 stant.

9 MR. McCORMACK: We have never opposed
10 automation, going back to the introduction of the lino-
11 type machine in 1880 when the old hand setting printer
12 thought it was doomsday. It was serious that a machine
13 can do fifty to sixty times as much as the hand-setting
14 man. The printers to their credit learned to operate
15 the new machine and control it, and because of that we
16 have the great printing and publishing industry today,
17 which is fabulously larger than it was in those days,
18 when they set everything by hand.

19 THE COMMISSIONER: Were you agreed on
20 that mode of attrition?

21 MR. McCORMACK: No.

22 THE COMMISSIONER: How were you claiming?

23 MR. McCORMACK: I think we were en-
24 titled to --

25 THE COMMISSIONER: What were you claim-
26 ing?

27 MR. McCORMACK: We were claiming as it
28 stated in the old contract and the language was produced
29 by Mr. Bassett when we were on good terms, anything
30 that parallels in the plants our work, we have



1 jurisdiction over it.

2 THE COMMISSIONER: That has nothing to
3 do with attrition. The upshot of it means you maintain
4 the same number of men in this employment regardless of
5 whether they have anything to do or not.

6 MR. McCORMACK: What I was about to say
7 was we felt rather than a statement like that, the em-
8 ployer had an unlimited right to bring in any kind of
9 equipment any time he chose, and he discusses it with the
10 union meeting the problem logically and courteously.

11 THE COMMISSIONER: What do you mean by
12 meeting it logically, do you have a vote on it?

13 MR. McCORMACK: No.

14 THE COMMISSIONER: Then you won't chal-
15 lenge the proprietor's position of introducing new mach-
16 inery so long as the existing staff is in effect?

17 MR. McCORMACK: We had a clause in the
18 old contract before they introduced new equipment they
19 would give us at least three months notice, which they
20 did, and we would discuss the impact of it.

21 THE COMMISSIONER: On the previous oc-
22 casions were there any reduction in the force or per-
23 sonnel?

24 MR. McCORMACK: No, because the new
25 equipment was just about to be brought in.

26 THE COMMISSIONER: In the previous
27 agreements you have been making these changes right
28 along?

29 MR. McCORMACK: Not to this extent.

30 THE COMMISSIONER: To some degree in the



1 course of them, was anybody dismissed from his position
2 by automation being put in effect?

3 MR. McCORMACK: There were very few lay-
4 offs.

5 THE COMMISSIONER: There were some then?

6 MR. McCORMACK: Let me explain fully.
7 First of all on the Toronto newspapers we had a sub-board,
8 like a spare board on the railways, with so many men. I
9 worked on the Toronto Star for nineteen years. There
10 were many regular situations for helpers. Men who have
11 a steady job but we also supplied the employers with sub-
12 board men who didn't have a guaranteed five-day situation,
13 and they were there available to the employer in case
14 of illness or a man's vacation or to help on big editions,
15 those like Wednesday and Thursday when the papers are
16 heavy. These men worked and continued to show up but
17 didn't have a regular situation. The point you make
18 about guaranteed situations, we had a number of substi-
19 tutes on three papers, there were as many as a hundred
20 and forty, there was no guarantee for them in that pro-
21 posal.

22 THE COMMISSIONER: You guaranteed the
23 regular employees?

24 MR. McCORMACK: Right.

25 THE COMMISSIONER: And that was the ob-
26 jection taken, they didn't include these others?

27 MR. McCORMACK: Yes, some of those sub-
28 stitutes have been on the paper for two years.

29 THE COMMISSIONER: How many?

30 MR. McCORMACK: Two years.



1 THE COMMISSIONER: Was their work con-
2 fined to the papers?

3 MR. McCORMACK: No, they didn't have
4 other jobs. I subbed on the Toronto Star from 1932 to
5 1937, five years, and in the first two years I hardly got
6 a day's work, and the only reason I got a job was the
7 union negotiated a five-day week to spread the work.

8 MR. POLLOCK: How do you get off the
9 sub-board?

10 MR. McCORMACK: You work up through
11 seniority, by death or retirement, until you move to a
12 steady situation.

13 MR. POLLOCK: Were you presenting simply
14 they include the sub-staff and allow that gradually to
15 work off by attrition?

16 MR. McCORMACK: No, we were pressing
17 this on the priority board which should also be considered.

18 MR. POLLOCK: That is what I say, but
19 ultimately some of them would be got rid of?

20 MR. McCORMACK: I suppose so.

21 MR. POLLOCK: And they wouldn't be re-
22 placed?

23 MR. McCORMACK: The point was --

24 MR. POLLOCK: Is that so, they wouldn't
25 replace anybody who retired through age or injury or
26 voluntary withdrawal?

27 MR. McCORMACK: I would think that is
28 what they meant.

29 THE COMMISSIONER: What did you claim?

30 MR. POLLOCK: If the company had said,



1 all right we are going to talk about lifetime guarantees
2 to all those who either holding a regular situation or
3 appear on the sub-board, priority list or whatever you
4 want to call it, as of July 1st, 1964, would that have
5 settled the issue?

6 MR. McCORMACK: No.

7 MR. POLLOCK: What was outstanding?

8 MR. McCORMACK: All the points raised
9 in the proposal of August the 24th when they changed
10 their position from what they had agreed to.

11 THE COMMISSIONER: As far as the intro-
12 duction of new machinery, would that close that particu-
13 lar issue?

14 MR. McCORMACK: That was only one of the
15 points.

16 THE COMMISSIONER: Would that have ended
17 it? I am talking about that particular item.

18 MR. McCORMACK: I am sorry, I don't
19 quite follow your reasoning on that point.

20 THE COMMISSIONER: If they had agreed to
21 include the sub-employees within that clause, dealing
22 with attrition, would you have agreed to that?

23 MR. McCORMACK: I think we would have,
24 yes.

25 THE COMMISSIONER: Now you are not sure?

26 MR. McCORMACK: No, it is a vast subject.
27 We were used to one operation where a man could sub and
28 take his chances, and be at the employer's use when he
29 needed him, and an open situation in a free society.

30 THE COMMISSIONER: Would you have



1 allowed that position to lapse when he withdrew from em-
2 ployment, so there would be no person to replace him?

3 MR. McCORMACK: I don't think it would
4 -- first of all it has to be accepted by the members.

5 THE COMMISSIONER: Oh well, all right.

6 MR. POLLOCK: If that were the case, the
7 outstanding issue would have been the union security
8 question?

9 MR. McCORMACK: Yes.

10 MR. POLLOCK: And you would have gone
11 on the line with the union security question in any event?

12 THE COMMISSIONER: What do you propose?
13 Have you anything to propose dealing with this matter?
14 Your fight was lost, wasn't it?

15 MR. McCORMACK: It is pretty obvious
16 after two and a half years.

17 THE COMMISSIONER: Yes, then the answer
18 would be yes?

19 MR. McCORMACK: Yes.

20 THE COMMISSIONER: Have you anything you
21 desire to propose about it?

22 MR. McCORMACK: Yes, I propose that in
23 1967, in a responsible democratic society, that wealthy
24 publishers who I think have more than their share of
25 power and responsibility, since with modern communications
26 media they help form public opinion -- they write fine
27 editorials about society -- their example should be better
28 than proceeding this way. This is atrocious. I am not
29 talking as President of the union. I think it is an
30 atrocious way to treat long-service employees.



1 MR. POLLOCK: As an editorial, as far as
2 a factual submission is concerned, obviously in these
3 circumstances the strike did not succeed. Can you suggest
4 any other method that the strikes will succeed, or some
5 alternative to strikes, or some technique other than
6 saying, "Because you are wealthy and have a position of
7 responsibility you have to take us back in?" You weren't
8 in that position before. You were bargaining as supposed-
9 ly equals, and you never begged anybody for anything until
10 something happened.

11 Your position was crystallized out as
12 being weaker than both unions thought it was, and the
13 strike failed. The strike weapon was meaningless. The
14 employers on that battlefield won the day. Can you sug-
15 gest from your experience anything on that that some other
16 individuals or unions might benefit?

17 MR. MCCORMACK: First of all, in answer,
18 Mr. Pollock, I am not an expert on strikes. This is the
19 first I have been involved in. I think I have learned a
20 few things. I suggested to the craft unions and the
21 printing trade is a craft union with a great tradition of
22 craft skills, they better get together pretty soon and
23 have their talks at top level.

24 The Photo Engravers and Lithographers have
25 merged, and there are talks between the big unions, the
26 Typographical and Pressmen who are faced with automation,
27 and faced with strike breakers both from Canada and the
28 United States. They are faced with the fact you can re-
29 train office personnel. Stenographers can punch idiot
30 tape. They are faced with these conditions and if the



1 craft unions do not get together pretty soon, they will
2 be slaughtered separately.

3 THE COMMISSIONER: If that is the march
4 of events, it continues what has been going on for two
5 hundred years.

6 MR. McCORMACK: I know the industrial
7 history.

8 THE COMMISSIONER: You have to agree
9 you can't stop progress. You have to make other means
10 available for human beings to make their livelihood.

11 MR. McCORMACK: I would suggest, Your
12 Honour, that in a few years it may be that the Technolo-
13 gical society will have only one-third working. Some
14 means have to be found. Would it be fair for one-third
15 of the population to be working and the other two-thirds
16 on relief?

17 THE COMMISSIONER: No, the policy ac-
18 companying this is a full employment policy.

19 MR. McCORMACK: I never forget the de-
20 pression when one-third were out of work and on relief,
21 and the other two-thirds were working inordinately long
22 hours at low wages.

23 THE COMMISSIONER: Yes, I know, but so
24 far it has been impossible. And wouldn't you say it is
25 undesirable to try and put a barrier against advances of
26 that sort?

27 MR. McCORMACK: Of course I would. I
28 would be the first to agree that man can and should bene-
29 fit with more education, more culture and more leisure.

30 MR. POLLOCK: In the written submission



1 of your brief in relation to strikes and picketing, you
2 don't seem to reflect your own experience as to the
3 question of some other technique ought to be developed.
4 I am talking about strikes and you say they have to be
5 and sometimes necessary. That you shouldn't run into the
6 difficult question of injunctions, and you talk about the
7 fact you can't outlaw strikes as that would be a totali-
8 tarian government, and all the other aspects seem to say
9 you have to have strikes.

10 Now, the strike in your circumstance
11 wasn't of any use. From your experience it did not ac-
12 complish what you set out to do and the picketing didn't
13 accomplish what you set out to do. So has your experience
14 not tempered any of these answers to this question that
15 you make in this written brief?

16 MR. McCORMACK: Not basically, I think
17 ours is a unique experience. First of all, I do not con-
18 sider it a strike in the normal sense of the word. If
19 we were prepared for a strike we would have strike head-
20 quarters across from the Star. We would have propaganda
21 printed, our strike signs painted and we would set the
22 day and hour we hit the bricks. We would put on a demon-
23 stration. That didn't happen. We consider it a lockout.
24 We were forced to withdraw our services.

25 THE COMMISSIONER: You had a grievance
26 procedure that could have been resorted to. You were not
27 prepared for the strike and it could only be called pre-
28 cipitous.

29 MR. POLLOCK: You could have, I suppose,
30 had the people do the work and lodge a grievance and



1 prepare for your strike in seven days, or a week or two
2 weeks. After the 9th, this happened. You could call
3 the strike in time. You could call the people out and
4 these people could have done the work for a period of
5 time without prejudizing your rights.

6 MR. McCORMACK: We couldn't under the
7 International Typographical Union. Before a local strike
8 is called, we are a responsible union, and first of all
9 the membership must vote to take a strike vote, and that
10 right is given by the International, on the request of
11 the local, and if the right is given, the local member-
12 ship vote secretly as to whether they should invoke a
13 strike.

14 MR. POLLOCK: You did that on July 5th.

15 MR. McCORMACK: Not quite, we took a vote
16 and the union overwhelmingly carried the right to take
17 a strike vote, to get permission to take a strike vote,
18 or if the employers invoked the ultimatum it would be
19 considered a lockout.

20 MR. POLLOCK: And then what happened?

21 MR. McCORMACK: They did invoke their
22 ultimatum.

23 MR. POLLOCK: If you did consider it a
24 lockout, what is the official difference? You still have
25 signs which say instead of "On strike" you would say
26 "Lockout". You went out and said you were locked out,
27 in any event, didn't you?

28 MR. McCORMACK: Yes.

29 MR. POLLOCK: You were at least that
30 much prepared.



1 MR. McCORMACK: When the men came out
2 on July 9th they had to get cardboard cartons and pencil
3 on them that they were on strike.

4 MR. POLLOCK: You had taken the procedure
5 that permits you to strike under your constitution?

6 THE COMMISSIONER: You had not received
7 the authority from Colorado Springs?

8 MR. McCORMACK: We had not received the
9 authority to take a strike vote, but when the employers
10 started firing the people for not following the orders,
11 it was considered a lockout, and our people withdrew their
12 services.

13 MR. POLLOCK: In No. 2 on Page 5, did
14 the Executive Council of the International Typographical
15 Union declare a lockout? This is on Page 5, Para 2.

16 MR. McCORMACK: Of my submission?

17 MR. POLLOCK: In your submission. The
18 result of that vote on July 5th, 1964, where they all
19 voted for (a) the right to take a strike vote or (b) have
20 the Executive Council of the International Typographical
21 Union declare a lockout, if the employers invoked their
22 ultimatum on July 9th, 1964.

23 MR. McCORMACK: Only five members voted
24 against the request.

25 MR. POLLOCK: On July 9th when the
26 employers invoked their ultimatum did the Executive Coun-
27 cil declare a lockout?

28 MR. McCORMACK: Yes, they did.

29 MR. POLLOCK: You had taken that step,
30 you prepared for it and you knew on July 9th if the



1 employers did that there would be a lockout?

2 MR. McCORMACK: Yes.

3 MR. POLLOCK: You were prepared to some
4 extent?

5 MR. McCORMACK: Yes.

6 MR. POLLOCK: The logistics of the dis-
7 pute would be the same whether a lockout or a strike out.
8 You have to have signs and a headquarters if there was
9 a strike, and picket lines if a lockout or a strike.

10 MR. McCORMACK: But we didn't have the
11 preparations. We anticipated but by July 9th we were
12 hoping they wouldn't go through with their ultimatum.

13 MR. POLLOCK: You laid the groundwork
14 at least, and war would be declared if they didn't do
15 something. Well, there are some other aspects of this
16 brief you have already explained and I don't think we
17 need go into them.

18 THE COMMISSIONER: I suppose the Typo-
19 graphical Union have had strikes in Canada before?

20 MR. McCORMACK: Yes, we surely did. Not
21 with these particular publishers. We have an interesting
22 history, Your Honour.

23 THE COMMISSIONER: I have in mind the
24 Winnipeg and Vancouver strikes.

25 MR. McCORMACK: The Vancouver paper was
26 settled, but the Winnipeg one was not.

27 THE COMMISSIONER: Are they still treated
28 as being on strike in that city?

29 MR. McCORMACK: I am not too sure. I
30 think it has pretty well faded away. There may be some



1 assistance there still. I would like to go back in his-
2 tory. In 1906 or 1908, the International Typographical
3 Union in a two-year struggle brought about the eight-hour
4 day in this country and the United States, reducing it
5 from nine hours six days a week. In 1921 there was a big
6 strike in the commercial branch of the industry to estab-
7 lish the forty-four hour week to get Saturday afternoons
8 off.

9 MR. POLLOCK: How much of the commercial
10 industry do you represent?

11 MR. McCORMACK: You mean percentage of
12 the whole industry?

13 MR. POLLOCK: In Toronto.

14 MR. McCORMACK: I wouldn't have the ex-
15 act figure. Ever since the 1921 strike I think it is
16 fair to say we are not as well organized as we were prior
17 to that.

18 MR. POLLOCK: Was outside contract
19 printing being done at non-union shops?

20 MR. McCORMACK: No, some of the union
21 shops were doing it.

22 MR. POLLOCK: And members of your local?

23 MR. McCORMACK: We are a composite union
24 really, two-thirds are in commercial and only one-third
25 in the newspapers. We have twelve hundred members in
26 commercial industry and we have placed one hundred and
27 forty-five of the strikers in the commercial branch since
28 the strike.

29 MR. POLLOCK: So some of your membership
30 was working in a plant that was providing the support to



1 the employer to continue the production?

2 MR. McCORMACK: And we invoked the strike
3 work clause in reproduction and lost it to a learned
4 judge. He found some little sentence that didn't pro-
5 hibit them from doing this.

6 MR. POLLOCK: If they didn't want to,
7 they didn't have to, did they?

8 MR. McCORMACK: That is right, but you
9 know the profit motive.

10 MR. POLLOCK: It applies to union members.

11 MR. McCORMACK: They had no choice. They
12 had to follow instructions. One man in particular gave
13 up his job because he refused to do it. You get well
14 paid in a strike situation for setting type, just the
15 same as strike breakers were well paid, particularly the
16 ones from the United States.

17 MR. POLLOCK: When did you know they
18 were brought from the United States?

19 MR. McCORMACK: I can document it from
20 records.

21 MR. POLLOCK: How many, would you say?

22 MR. McCORMACK: About fifteen key pro-
23 fessional strike breakers. We submitted it to the then
24 Minister of Immigration, the Honourable Rene Tremblay.

25 MR. POLLOCK: There is an exhibit to the
26 mailers brief, No. 8, Exhibit "8", in which there is an
27 analysis of certain people being strike breakers, profes-
28 sional strike breakers, Mr. Glover, Mr. Saunders, Mr.
29 Benjamin, Mr. McDougall, Mr. Doyle and Mr. Sluter, do
30 they ring bells?



1 MR. McCORMACK: They sure do.

2 MR. POLLOCK: You suggest they were im-
3 ported?

4 MR. McCORMACK: Yes.

5 MR. POLLOCK: They are well-known
6 throughout the United States, they are printers?

7 MR. McCORMACK: I am sorry to say yes.

8 MR. POLLOCK: What about other people
9 who went back to work from your local, people who went
10 back on the same terms as applied to other people?

11 MR. McCORMACK: You mean defectors?
12 There were about seventy of them. Under our law we call
13 them rats. They can be expelled and fined by the member-
14 ship.

15 MR. POLLOCK: What about those people,
16 some went back, were they expelled?

17 MR. McCORMACK: All were expelled and
18 fined.

19 MR. POLLOCK: Notwithstanding they
20 stuck with the strike? As one witness said, he stuck
21 with the strike for fifteen months and couldn't see it
22 ending and went back to work, Mr. Moore, I think.

23 MR. McCORMACK: First of all, I would
24 like to put into the record Mr. Moore had several choices.
25 Unlike his testimony he could have remained and he was
26 getting adequate compensation, because our strike benefits
27 are the best in the trade union movement. We paid high
28 dues. He could have got himself a job in the commercial
29 branch, the same as a hundred and forty-five other
30 strikers did.



1 MR. POLLOCK: At what rate of pay?

2 MR. McCORMACK: At the going rate, a
3 hundred and thirty-four dollars days and a hundred and
4 forty-six dollars nights.

5 THE COMMISSIONER: How do you know he
6 could have?

7 MR. McCORMACK: Because I could have
8 placed him.

9 THE COMMISSIONER: Did you offer that
10 to him?

11 MR. McCORMACK: He didn't give me the
12 chance.

13 THE COMMISSIONER: For fifteen months he
14 was not working. He was getting tired and he had to sup-
15 port a family.

16 MR. McCORMACK: Yes, so do others.

17 THE COMMISSIONER: When was the strike
18 in Winnipeg?

19 MR. McCORMACK: I think around 1948, I
20 am not sure.

21 THE COMMISSIONER: Would you conceive
22 these strikes go on in perpetuity until the man dies or
23 when does the strike stop?

24 MR. McCORMACK: Under our union laws the
25 strike is officially stopped when the union membership
26 vote to call it off, and where there are two unions in-
27 volved, namely the Mailers and Typographical, two sister
28 locals, they would both have to vote by democratic secret
29 vote.

30 THE COMMISSIONER: It is not necessary



1 to use that term at all. We are all democrats in this
2 country in theory. You are not impressing me by the use
3 of that word. I assume we believe in democratic govern-
4 ment and I am simply trying to find out some assumptions
5 underlying your actions. Would you say that a man today,
6 after three years, would a man seeing the hopelessness of
7 this thing be a traitor to his cause if he took another
8 job?

9 MR. McCORMACK: If he went back to his
10 job?

11 THE COMMISSIONER: Yes, one of those
12 jobs.

13 MR. McCORMACK: Yes, I would say he was.

14 THE COMMISSIONER: So for the rest of
15 his life until voted by the other members, he must ob-
16 serve that loyalty?

17 MR. McCORMACK: Right.

18 THE COMMISSIONER: Even if that is the
19 only job he can get under these conditions in this area
20 here?

21 MR. McCORMACK: I am suggesting it
22 wasn't the only job. He had a third choice.

23 THE COMMISSIONER: How many of the
24 seventy who went back could have been placed?

25 MR. McCORMACK: I would say all of them.

26 THE COMMISSIONER: Did you urge them to
27 take other jobs?

28 MR. McCORMACK: They sneaked into the
29 papers without coming to us.

30 THE COMMISSIONER: They knew something



1 about the other jobs?

2 MR. McCORMACK: Certainly, we advertised.
3 We are still getting calls for more printers.

4 THE COMMISSIONER: Why does a printer
5 take a position of that sort, rather than go back?

6 MR. McCORMACK: A hundred and forty-five
7 have.

8 THE COMMISSIONER: Why is it a hundred
9 and forty-five have gone to the commercial industry?

10 MR. McCORMACK: And three hundred have
11 gone to jobs in the United States, I am sorry to say, in-
12 cluding my own brother who had to.

13 THE COMMISSIONER: Why didn't he take a
14 position you could give him?

15 MR. McCORMACK: He preferred to go and
16 work on the newspapers. We had always worked on a news-
17 paper.

18 THE COMMISSIONER: And you would extend
19 to these other men the same consideration. He has always
20 worked on a newspaper but you have denied him the right
21 to continue, although your brother takes a job in another
22 city.

23 MR. McCORMACK: We don't deny him any
24 right.

25 MR. POLLOCK: Wasn't it determined they
26 were older and more senior and were more interested in
27 the pension, wasn't it determined they were the ones that
28 had agreed?

29 MR. McCORMACK: It certainly wasn't. I
30 can name some of the defectors who didn't even have a



1 steady job on the newspapers and who were there less
2 time, who jumped in and grabbed a job, I am sorry to say.
3 A couple are young Italians not long out in this country,
4 not that that proves anything.

5 MR. POLLOCK: Why I mentioned it, the
6 other things, pensions for older men and insurance pol-
7 icies for older people maintained by the employer at
8 the newspapers, they contributed their time and services
9 and in return the employer had given them the pension
10 benefits and certain pensions and he didn't want to
11 lose it.

12 MR. McCORMACK: We negotiated over the
13 years.

14 MR. POLLOCK: They don't apply to
15 commercial printing shops, do they?

16 MR. McCORMACK: They have other bene-
17 fits we negotiated.

18 MR. POLLOCK: Are they equivalent?
19 If, after twenty years I went from a newspaper to a
20 commercial printer, would I have the same benefits as if
21 I had stayed with the newspaper?

22 MR. McCORMACK: No, it is a different
23 contract.

24 MR. POLLOCK: But are the same?

25 MR. McCORMACK: No.

26 MR. POLLOCK: Are they comparable?

27 MR. McCORMACK: No, they are not equal.

28 THE COMMISSIONER: In many terms they
29 are substantially less?

30 MR. McCORMACK: They are substantially



1 less, yes.

2 THE COMMISSIONER: Why not say that at
3 the outset?

4 MR. McCORMACK: Can I make another sub-
5 mission? There is a basic difference between newspaper
6 and commercial industry economically. The newspapers
7 have a monopoly; although Toronto is fortunate in having
8 three private papers. There are not too many cities in
9 that category in North America. The commercial industry
10 is composed of a great many commercial enterprises com-
11 peting with each other. When we negotiate with a news-
12 paper they usually increase their advertising rates and
13 they have access to that. A commercial printer has to
14 compete with the people in the industry on a competitive
15 basis.

16 MR. POLLOCK: One other question, if
17 you are still on strike as you say, how are you collecting
18 unemployment insurance benefits?

19 MR. McCORMACK: Most of the unemployment
20 insurance benefits expired.

21 MR. POLLOCK: How are you ever entitled
22 to collect them when you are on strike?

23 MR. McCORMACK: Because the Unemployment
24 Insurance Commission ruled the men were entitled to it.
25 Some of the top officers in Ottawa interviewed the Sec-
26 retary-Treasurer and myself and went into the details
27 of the situation and reported back.

28 MR. POLLOCK: What was the basis of the
29 decision?

30 MR. McCORMACK: First of all, they were



1 prohibited from unemployment benefits for quite a period
2 of time. I am not sure how many months, but then they
3 ruled they were eligible if they had no earnings.

4 MR. POLLOCK: If you quit employment
5 and you don't make any earnings, you can't get unemploy-
6 ment benefits.

7 MR. McCORMACK: No, I sat on the Board
8 of Reference in Unemployment Insurance Commission matters
9 in Toronto and the Act is quite clear. If you give up
10 your employment without just cause, or words to that
11 effect, you are prohibited until you make yourself avail-
12 able to work.

13 MR. POLLOCK: Which includes going on
14 strike?

15 MR. McCORMACK: They investigated it
16 thoroughly and ruled the men were eligible.

17 MR. POLLOCK: Was there any reference
18 made to the newspapers being at full production again?

19 MR. McCORMACK: Yes.

20 MR. POLLOCK: That was the determining
21 factor?

22 MR. McCORMACK: You are right.

23 THE COMMISSIONER: When would it go
24 into operation, from the moment of the strike?

25 MR. McCORMACK: No.

26 THE COMMISSIONER: From what period?

27 MR. McCORMACK: I would say several
28 months later, Your Honour, about October or something.

29 THE COMMISSIONER: Take a strike today
30 in any industry or occupation, are you entitled under



1 that ruling of the Workmen's Compensation from the time
2 of the strike for unemployment insurance?

3 MR. McCORMACK: No.

4 THE COMMISSIONER: What is the period?

5 MR. McCORMACK: There is no specific
6 period. It is as Mr. Pollock suggests, once they estab-
7 lish the operation of the industry is up to sixty or
8 seventy percent of its normal function, those on strike
9 or locked out are eligible.

10 THE COMMISSIONER: If it doesn't reach
11 that percentage it may go on for years and you are not
12 entitled to compensation?

13 MR. McCORMACK: That is right.

14 THE COMMISSIONER: That means you have
15 lost your position in effect?

16 MR. McCORMACK: I would say so.

17 THE COMMISSIONER: Have you anything
18 further to add?

19 MR. McCORMACK: I don't think so. I
20 have tried to cover it as best I can and I appreciate
21 the opportunity.

22 THE COMMISSIONER: I would as a non-
23 professional in this field, I would have thought the
24 experience in Winnipeg would have been a warning to such
25 an action as you have taken. Were you aware of that at
26 the time?

27 MR. McCORMACK: Only remotely. As I
28 recall the Winnipeg problem it was a question of whether
29 the Southam and Sifton interests, who had various papers
30 across Canada and the United States, was having problems



1 with management in Winnipeg, and one in Vancouver, one
2 in Ottawa and Hamilton and it was a concerted effort by
3 the union to try and bring the chain to terms, which as
4 you suggest didn't work out.

5 MR. POLLOCK: One final question oc-
6 curred to me, your general brief talks about the injunc-
7 tions and the particular reference, it says, "In some
8 cases weighs the balance in favour of the company or
9 permits the employment of strike breakers and destroys
10 the effectiveness of the picket line." How does it do
11 it? How do all these things occur? How does the in-
12 junction operate under these circumstances?

13 MR. McCORMACK: Again, I am not a
14 lawyer, and I believe there is a place in law for in-
15 junction. This is a classical example.

16 MR. POLLOCK: I appreciate that, you
17 said the injunction and there was an injunction obtained
18 after how many days after the picketing started?

19 MR. McCORMACK: A week or ten days.

20 MR. POLLOCK: So you were ten days with-
21 out an injunction and the newspaper was still operating
22 within the ten days?

23 MR. McCORMACK: Yes.

24 MR. POLLOCK: And still putting the
25 paper on the street? So it wasn't until ten days after
26 they sought an injunction. Now how did that restrict
27 your effectiveness in comparison to the original ten
28 days you were picketing?

29 MR. McCORMACK: It reduced it to a
30 couple of pickets, just a token, poor lonesome souls



1 carrying signs on behalf of nine hundred people.

2 MR. POLLOCK: You had ten days of people
3 in unlimited numbers doing the same thing, but you
4 hadn't stopped them operating under those circumstances?

5 MR. McCORMACK: Not really, no.

6 MR. POLLOCK: Why would you suggest if
7 it had continued for an additional length of time you
8 would have had better results?

9 MR. McCORMACK: I don't know we would,
10 but I still think the use of injunctions in the province
11 are aimed at the union. I know the Criminal Code says
12 you are not supposed to create disturbances or melees,
13 but I think workers should be able to picket peacefully
14 and not be restricted to a token picket.

15 MR. POLLOCK: You must have done some-
16 thing, the picketing went on for ten days. Something
17 must have occurred to change their minds, were there
18 violations after ten days of peaceful picketing? Did
19 you find out you weren't getting anywhere with the news-
20 papers and --

21 MR. McCORMACK: There weren't any real
22 violations, printers and mailers are a peaceful people.

23 THE COMMISSIONER: The previous witness
24 used language that indicates there were.

25 MR. POLLOCK: There were some scuffles
26 on the picket lines?

27 MR. McCORMACK: I wasn't on every picket
28 line at every hour. There probably were a few minor
29 scuffles, but no riots.

30 MR. POLLOCK: The picket line has



1 existed for the first ten days, the key time, the outset
2 of the strike to keep the strike breakers out. You had
3 that luxury, if I can call it that, and it didn't accom-
4 plish your purpose and you suggest in your brief, and you
5 don't suggest now to your credit, that the injunction
6 completely tipped the balance against you. That is not
7 really a fair criticism of the injunction is it? You
8 just didn't have the economic strength and the people
9 would cross your line. The people knew the strike was
10 on and were still supporting the newspapers.

11 MR. McCORMACK: I think basically that
12 is correct, but I still feel, personally, the injunction
13 is improperly used.

14 THE COMMISSIONER: Can you tell us what
15 the injunction contained, what did it restrain you from
16 doing?

17 MR. McCORMACK: Yes, I think I have a
18 copy. I was served with it at the Labour Council one
19 night. This is the one on Heather Hill Appliances. It
20 is the one on the secondary informational picketing.

21 THE COMMISSIONER: You haven't the
22 original?

23 MR. McCORMACK: I haven't the original,
24 I am sorry, I thought I had it. This is one they restric-
25 ted us from carrying a sign saying, "He advertises in
26 the struck paper."

27 THE COMMISSIONER: That was secondary
28 picketing?

29 MR. McCORMACK: Yes, the injunction was
30 quite restrictive.



1 THE COMMISSIONER: Did you read it when
2 it was issued?

3 MR. McCORMACK: I surely did.

4 THE COMMISSIONER: Did it restrain you
5 from merely conveying information there was a strike on?

6 MR. McCORMACK: As I recall it, it
7 restrained me as an officer of the union and all other
8 officers of the union of suggesting anything contrary to
9 the terms of the injunction.

10 MR. POLLOCK: As to violations, was
11 there a limitation on the number of pickets? How many
12 pickets originally?

13 MR. McCORMACK: As many as we liked I
14 guess, one hundred around each plant.

15 MR. POLLOCK: And they reduced that to
16 how many?

17 MR. McCORMACK: Two to an entrance.
18 The Globe has two entrances, the front and back, and
19 that would restrict you to four pickets.

20 MR. POLLOCK: There are more than two
21 pickets downtown now aren't there?

22 MR. McCORMACK: I don't think so.

23 MR. POLLOCK: That doesn't matter, but
24 you had an unrestricted number for ten days and you
25 didn't accomplish much.

26 MR. McCORMACK: I think it was more
27 effective than when it was reduced.

28 MR. POLLOCK: We are obliged to you
29 Mr. McCormack for your assistance and for the preparation
30 of the brief. I think you have demonstrated some of the



1 dissolutioning aspects of our system of collective bar-
2 gaining and strikes, and pointed up some of the very
3 perplexing problems that exist and are not easy of
4 solution.

5 MR. McCORMACK: I thank you and Your
6 Honour for the opportunity to appear.

7 MR. POLLOCK: We will adjourn until
8 10:00 o'clock tomorrow morning.

9 ---The hearing adjourned at 4:00 P.M. to resume at
10 10:00 A.M. Friday, March 31st, 1967.

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